



## LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: March 19, 2008

Time: Closed Session 5:15 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

**NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.

### **C-1 Call to Order / Roll Call**

### **C-2 Announcement of Closed Session**

- a) Actual Litigation: Government Code §54956.9(a); One Case; Guptil v. City of Lodi, et al., and Related Cross-Complaint, Darlene Heil v. City of Lodi, San Joaquin County Superior Court, Case No. CV029725
- b) Actual Litigation: Government Code §54956.9(a); One Case; City of Lodi v. Michael C. Donovan, an individual; Envision Law Group, LLP, et al., San Francisco Superior Court, Case No. CGC-05-441976
- c) Prospective Sale of Real Property Located at 500 S. Guild Avenue, Lodi, CA (APN 049-250-61); the Negotiating Parties are City of Lodi and GG Land Group LLC.; Government Code §54956.8
- d) Conference with Dean Gualco, Human Resources Manager, and Jim Krueger, Deputy City Manager (Acting Labor Negotiators), Regarding Lodi City Mid-Management Association Pursuant to Government Code §54957.6
- e) Actual Litigation: Government Code §54956.9(a); One Case; City of Lodi, et al. v. EBMUD, State Water Resources Control Board, Application No. 13156

### **C-3 Adjourn to Closed Session**

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

### **C-4 Return to Open Session / Disclosure of Action**

#### **A. Call to Order / Roll call**

#### **B. Invocation – Barbara Taylor, Lodi Police Chaplain**

#### **C. Pledge of Allegiance**

#### **D. Presentations**

##### **D-1 Awards**

- a) Presentation of the Community Improvement Award (CD)

##### **D-2 Proclamations**

- a) Proclaim April as Keep Lodi Beautiful Month and Accept a Waste Management Great American Cleanup Showcase Award in the Amount of \$5,000 from Keep California Beautiful, Inc. (CD)

##### **D-3 Presentations**

- a) Presentation of Check to City of Lodi by U.S. Representative Jerry McNerney (CM)
- b) Presentation of Outstanding Parks and Recreation Special Honorary Award from California Association of Commissioners and Board Members to Kathy Grant (PR)

**E. Consent Calendar (Reading; Comments by the Public; Council Action)**

- E-1 Receive Register of Claims in the Amount of \$6,360,425.15 (FIN)
- E-2 Approve Minutes (CLK)  
a) March 4, 2008 (Shirtsleeve Session)  
b) March 11, 2008 (Shirtsleeve Session)  
c) March 11, 2008 (Special Meeting)
- E-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Site Improvements at Lodi Lake Park, 1101 West Turner Road (PR)
- E-4 Approve Specifications and Authorize Advertisement for Bids to Procure Polemount and Padmount Transformers (EUD)
- E-5 Approve Specifications and Authorize Advertisement for Bids for a 55' Material Handling Bucket Truck (Replacement) and Appropriate Funds (\$190,000) (EUD)
- E-6 Approve Specifications and Authorize Advertisement for Bids for Curb, Gutter, and Sidewalk Replacement Annual Contract for Fiscal Year 2008-09 (PW)
- Res. E-7 Adopt Resolution Approving Fee Payment Agreement for 1343 East Kettleman Lane (Tuscany Comfort Suites) (PW)
- Res. E-8 Adopt Resolution Approving Improvement Agreement for Public Improvements of 1337 East Kettleman Lane (APN 049-250-87) (Plummer) (PW)
- E-9 Authorize City Manager to Renew Revised Memorandum of Understanding with People Assisting the Lodi Shelter Regarding Animal Shelter Operations (CA)
- Res. E-10 Adopt Resolution Authorizing Destruction of Certain Citywide Records (CLK)

**F. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**G. Comments by the City Council Members on Non-Agenda Items**

**H. Comments by the City Manager on Non-Agenda Items**

**I. Public Hearings**

- Res. I-1 Public Hearing to Consider Resolution Approving New Rates for Solid Waste Collection (PW)

**J. Communications**

- J-1 Claims Filed Against the City of Lodi – None
- J-2 Appointments  
a) Appointments to the Greater Lodi Area Youth Commission (Adult Advisor), Lodi Budget/Finance Committee, Lodi Improvement Committee, and Senior Citizens Commission (CLK)
- J-3 Miscellaneous – None

**K. Regular Calendar**

- K-1 Direct the City Manager to Prepare and Send Letter to the San Joaquin Council of Governments on the Draft Methodology for the Regional Housing Needs Allocation Process (CD)
- Res. K-2 Adopt Resolution Requesting San Joaquin County Board of Supervisors Establish a Five Mile Per Hour Speed Limit on the Mokelumne River from the Woodbridge Dam to Guild Avenue (PR)
- Ord. K-3 Introduce Ordinance Repealing Ordinance No. 847 an Ordinance Adopting a Specific Plan  
(Introduce) for Lower Sacramento Road from West Lodi Avenue to West Turner Road to Allow a New Driveway (PW)
- Res. K-4 Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association for the Period of January 1, 2008 through December 31, 2009 (CM)
- K-5 Consideration of Council Member Salaries as Requested by Council Member Johnson (CLK)
- K-6 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$27,829.87) (CA)

**L. Ordinances – None**

**M. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Randi Johl  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Presentation of Community Improvement Award

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** That the Mayor present a Community Improvement Award to Crystal Kirst, developer of the properties at 501 Maple, 503 Maple and 740 S. Garfield, for her accomplishment in improving that neighborhood.

**BACKGROUND INFORMATION:** In an effort to provide recognition to owners or occupants of residential, commercial or industrial properties that have made noted improvements or have demonstrated a history of a well-maintained property, all of which contributes to the beautification of the community, the Community Improvement Award program was established. Community Improvement Award nominations are received at various times throughout the year and are brought before the Lodi Improvement Committee for review at their regular meetings. City Staff provides the Improvement Committee with any pertinent information, including property ownership, the nature of the improvements or conditions upon the property that warrant recognition, as well as any background pertaining to code enforcement, police activity or other notable issues that could have bearing on the nomination.

At the Lodi Improvement Committee of March 4, 2008, the following information and supporting photographs regarding the properties at 501 & 503 Maple and 740 S. Garfield, that had been nominated for a Community Improvement Award were received and taken under consideration:

501 Maple – 503 Maple – 740 S. Garfield  
Developer: Crystal Kirst

These three properties were once part of one larger property. On that property there was one single-family dwelling and an old motor lodge with seven small rental units. As it existed in that form, it had become a run down, dilapidated property that was the subject of a code enforcement action that eventually condemned the seven motor lodge units and vacated the single-family dwelling due to substandard conditions.

The property was initially sold to investors who had plans to demolish all the old buildings and build a two-story, seven unit apartment complex. While the removal of the existing structures was considered a plus by residents in the neighborhood, there was strong opposition to the proposed apartment complex due to the scale and size of the new units and the increase in traffic that they would bring.

That project was eventually turned down, first by the Planning Commission and again by the City Council when it was appealed. The owners at the time placed the property back on the market and it was at that

APPROVED: \_\_\_\_\_  
Blair King, City Manager



point in early 2006 when the property was acquired by Crystal Kirst. Ms. Kirst then proceeded to demolish the existing structures on the property, split the one lot into three and then built three new single-family dwellings. The demolition of the old structures has had a positive impact on the neighborhood. The development of three new dwellings in that area has only made that much more of a positive impact on the area. Please reference the attached photos for the comparison of before and after.

After the review of these nominated properties, the Lodi Improvement Committee voted unanimously to award a Community Improvement Award to Ms. Crystal Kirst as recognition and in appreciation for her accomplishments in improving these properties and the neighborhood.

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Randy Hatch  
Community Development Director

Attachments

cc: Lodi Improvement Committee  
Crystal Kirst

Community Improvement Award Nomination

501 Maple – 503 Maple – 740 S. Garfield

BEFORE

AFTER





## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Proclaim April as Keep Lodi Beautiful month and accept a Waste Management Great American Cleanup Showcase Award in the amount of \$5000 from Keep California Beautiful, Inc.

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** That the City Council proclaims April to be Keep Lodi Beautiful month and accept a Waste Management Great American Cleanup Showcase Award in the amount of \$5000 from Keep California Beautiful, Inc.

**BACKGROUND INFORMATION:** Each April, in conjunction with Waste Management, the City of Lodi coordinates activities as part of the Great American Cleanup, the nation's largest annual community improvement program.

Throughout the month service organizations, churches and school groups, businesses and residents alike, are all encouraged to engage in clean up activities or events throughout the community. This annual effort is anchored by the following list of activities and events:

March 29 -30	Lodi City Wide Garage Sales
April 4	Arbor Day Event – Vinewood School
April 5	Free Household Hazardous Waste Disposal
April 12	Dollar Diversion Day at the Transfer Station
April 15-18	Residential Curbside Clean Up
April 21-25	Clean Your Files Week

In addition, this year Waste Management has generously awarded eighteen Great American Cleanup Showcase Awards in the amount of \$5000 to selected communities to help them improve the community in a special way. The City of Lodi is the recipient of one of those Awards in recognition of the clean up activities that we engage in each year. They are prepared to present the check at this presentation.

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Randy Hatch  
Community Development Director

APPROVED: \_\_\_\_\_  
Blair King, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Check Presentation to City of Lodi by U.S. Rep. Jerry McNerney

**MEETING DATE:** March 19, 2008

**PREPARED BY:** City Manager

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**RECOMMENDED ACTION:** Accept ceremonial check of \$264,000 from Congressman McNerney for community projects.

**BACKGROUND INFORMATION:** Congressman Jerry McNerney obtained federal funding in the amount of \$94,000 for training equipment for the Lodi Police and Fire departments, and \$170,000 for an interactive patient system for Lodi Memorial Hospital. He will present Mayor Mounce with a ceremonial check signifying the federal earmarks for the Lodi community.

**FISCAL IMPACT:** Not applicable

**FUNDING:** Not applicable

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Blair King, City Manager

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation of Outstanding Parks and Recreation Special Honorary Award from California Association of Commissioners and Board Members to Kathy Grant

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Interim Park and Recreation Director

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**RECOMMENDED ACTION:** Presentation of Outstanding Parks and Recreation Special Honorary Award from California Association of Commissioners and Board Members to Kathy Grant.

**BACKGROUND INFORMATION:** Annually, the California Association of Parks and Recreation Commissioners and Board Members accept nominations for several award programs. On November 27, 2007, the Parks and Recreation Department, with support of the Parks and Recreation Commission members, submitted the nomination of Kathy Grant for the California Association of Parks and Recreation Commissioners and Board Members Special Award. The California Association of Parks and Recreation Commissioners and Board Members Special Award is for those individuals that have a distinguished record of service to the park and recreation field that demonstrates a contribution which has advanced the park and recreation concept through foresight, planning and development, to benefit the community.

**FISCAL IMPACT:** None

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Steve Dutra  
Interim Parks and Recreation Director

SD:tl

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager





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## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Register of Claims Dated February 21, and February 28, 2008 in the Total Amount of \$6,360,425.15

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$6,360,425.15.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$6,360,425.15 dated 02/21/08, and 02/28/08. Also attached is Payroll in the amount of \$1,269,508.79.

**FISCAL IMPACT:** n/a

**FUNDING AVAILABLE:** As per attached report.

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Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

Accounts Payable  
Council Report

Page 1  
Date - 03/03/08  
Amount

As of Thursday	Fund	Name	Amount
02/21/08	00100	General Fund	990,523.70
	00120	Vehicle Replacement Fund	68,572.47
	00130	Redevelopment Agency	75.00
	00160	Electric Utility Fund	36,339.50
	00161	Utility Outlay Reserve Fund	237,571.55
	00164	Public Benefits Fund	24,915.73
	00170	Waste Water Utility Fund	14,652.34
	00172	Waste Water Capital Reserve	478,883.47
	00180	Water Utility Fund	2,295.02
	00181	Water Utility-Capital Outlay	118.45
	00182	IMF Water Facilities	87,227.85
	00210	Library Fund	3,220.18
	00260	Internal Service/Equip Maint	6,351.44
	00270	Employee Benefits	12,056.94
	00310	Worker's Comp Insurance	24,182.95
	00321	Gas Tax	5,199.63
	00340	Comm Dev Special Rev Fund	1,743.96
	00502	L&L Dist Z1-Almond Estates	655.64
	00503	L&L Dist Z2-Century Meadows I	550.27
	00506	L&L Dist Z5-Legacy I,II,Kirst	831.25
	01212	Parks & Rec Capital	93.52
	01241	LTF-Pedestrian/Bike	6,014.94
	01250	Dial-a-Ride/Transportation	4,894.19
	01410	Expendable Trust	12,924.00
Sum			2,019,893.99
	00184	Water PCE-TCE-Settlements	135,534.94
Sum			135,534.94
Total for Week			
Sum			2,155,428.93

Accounts Payable Council Report			Page Date	- 1 - 03/03/08
As of Thursday	Fund	Name	Amount	
02/28/08	00100	General Fund	389,103.04	
	00123	Info Systems Replacement Fund	679.70	
	00160	Electric Utility Fund	3,609,079.80	
	00161	Utility Outlay Reserve Fund	263.75	
	00164	Public Benefits Fund	309.42	
	00170	Waste Water Utility Fund	20,639.97	
	00180	Water Utility Fund	1,663.28	
	00182	IMF Water Facilities	100.00-	
	00210	Library Fund	4,651.54	
	00260	Internal Service/Equip Maint	28,109.39	
	00270	Employee Benefits	18,913.71	
	00300	General Liabilities	521.50	
	00310	Worker's Comp Insurance	990.00	
	00321	Gas Tax	12,965.75	
	00340	Comm Dev Special Rev Fund	21,368.91	
	01250	Dial-a-Ride/Transportation	6,804.72	
	01410	Expendable Trust	89,031.74	
Sum			4,204,996.22	
Total for Week				
Sum			4,204,996.22	



## Council Report for Payroll

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Date - 3/04/08

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	02/24/08	00100	General Fund	809,664.25
		00160	Electric Utility Fund	170,327.40
		00164	Public Benefits Fund	5,246.37
		00170	Waste Water Utility Fund	86,641.26
		00180	Water Utility Fund	189.36
		00210	Library Fund	35,128.48
		00235	LPD-Public Safety Prog AB 1913	3,452.82
		00260	Internal Service/Equip Maint	19,131.95
		00321	Gas Tax	54,821.09
		00340	Comm Dev Special Rev Fund	38,113.41
		01250	Dial-a-Ride/Transportation	3,114.56
Pay Period Total:				
Sum				1,225,830.95
Retiree	03/31/08	00100	General Fund	43,677.84
Pay Period Total:				
Sum				43,677.84



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Minutes  
a) March 4, 2008 (Shirtsleeve Session)  
b) March 11, 2008 (Shirtsleeve Session)  
c) March 11, 2008 (Special Meeting)

**MEETING DATE:** March 19, 2008

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) March 4, 2008 (Shirtsleeve Session)  
b) March 11, 2008 (Shirtsleeve Session)  
c) March 11, 2008 (Special Meeting)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes, marked Exhibits A through C.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

RJ/JMP

Attachments

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

**CITY OF LODI  
 INFORMAL INFORMATIONAL MEETING  
 "SHIRTSLEEVE" SESSION  
 CARNEGIE FORUM, 305 WEST PINE STREET  
 TUESDAY, MARCH 4, 2008**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 4, 2008, commencing at 7:01 a.m.

**A. ROLL CALL**

Present: Council Members – Hitchcock, Hansen, Johnson, and Katzakian  
 Absent: Council Members – Mayor Mounce  
 Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

**B. TOPIC(S)**

**B-1 "Regional Housing Needs Assessment Allocation Report"**

City Manager King briefly introduced the subject matter of the Regional Housing Needs Assessment (RHNA) Allocation Report.

San Joaquin Council of Governments (SJCOG) Executive Director, Andrew Chesley, provided an overview of the State program and requirements for affordable housing and the need for some change to assist local governments in meeting the goals.

In response to Mayor Pro Tempore Hansen, Mr. Chesley stated the professional planners are made up of community development directors from within the County.

SJCOG Senior Regional Planner, Mike Swearingen, provided a PowerPoint presentation regarding the RHNA Allocation Report. Specific topics of discussion included an overview of the report, purpose, statutory objectives, RHNA development committee, methodology in draft RHNA report, controversial nature of process, what RHNA is and is not, mandated RHNA schedule, RHNA development in other regions, San Joaquin County RHNA target for region, sum total based on single number for entire State and then divided among the various counties, City of Lodi methodology and household income distribution numbers, other RHNA factors, housing unit transfers, incentives for housing element compliance, and the next steps.

In response to Council Member Johnson, Mr. Swearingen confirmed that there was only a 700 unit adjustment in consideration of the foreclosures within the County. Community Development Director Randy Hatch stated the State sets a specific number for the entire State and then divides and allocates a portion of that number to each County. Mr. Hatch stated adjustments are rare because if one jurisdiction receives fewer units than another must receive more.

In response to Council Member Hitchcock, Mr. Swearingen stated the weight factor reflects a one to one ratio for jobs and housing.

In response to Mayor Pro Tempore Hansen, Mr. Swearingen stated that, although the housing element is an unfunded mandate, it is important to be compliant by having a housing element plan because it may affect eligibility for Community Development Block Grant funds or other programs. Mr. Hatch stated it is also important to show ongoing efforts and be compliant by receiving the certification from the State for the housing element plan even though the reality of actual development may differ.

In response to Mayor Pro Tempore Hansen, Mr. Hatch stated the RHNA program has been in place since the 1980s. Mr. King discussed the lack of evidence showing improved affordable housing developments, the need to show parcel availability, penalties and enforcement associated with non-compliance, and the impact on the General Plan with respect to the amount of land that is available in inventory regardless of the City's 2% growth rate.

A brief discussion ensued between Council Member Johnson and Mr. King regarding similar concerns with Tracy that too much land is shown in the General Plan and the debate of signing units based on housing, jobs, and population.

In response to Mayor Pro Tempore Hansen, Mr. Swearingen and Mr. King confirmed that open land identified in the General Plan is not only limited to affordable housing development.

In response to Council Member Hitchcock, Mr. Swearingen stated that the methodology for the County is similar to that used in the last RHNA process. He also confirmed that, while each region may have a different methodology based on their community's characteristics, they all have a tie in with jobs and population. Mr. Hatch stated that the basic components of any methodology are set by the State and other regions may be a bit more sophisticated with their housing breakdown. A brief discussion ensued between Council Member Hitchcock and Mr. Hatch regarding the fallacy of the jobs, housing, and population balance and the ratio of one to one.

In response to Council Member Hitchcock, Mr. Chesley stated one reason for not using a more sophisticated methodology is the difficulty it creates with staff administering the process and assessing compliance. He stated it might be appropriate to consider past inequities in affordable housing within the County as a factor.

In response to Mayor Pro Tempore Hansen, Mr. Swearingen stated Lodi is the only city that does not show a negative difference on income from previous allocation as listed in Attachment A because the information is based on historical data, including economic development. He stated the output numbers from the formula are not set in stone.

In response to Council Member Hitchcock, Mr. Swearingen stated there is benefit for a bedroom community under this formula. He stated the draft methodology will be evaluated by the Committee after the public comment period ends and suggestions are provided by the communities.

In response to Mayor Pro Tempore Hansen, Mr. Swearingen confirmed that for Lodi's numbers to go down, another jurisdiction's number would need to rise. Mr. Hatch stated jobs information from the Regional Transportation Plan is the primary factor that is driving the numbers. He stated SJCOG is working with the University of Pacific to obtain more current and accurate data regarding the same.

Discussion ensued between Council Member Johnson and Mr. Hatch regarding exporting jobs over the Altamont Pass, the proposition that employees do not necessarily equal jobs, employee tie in with commute and residence, job tie in with geographic location, and employed residents versus jobs available.

In response to Council Member Johnson, Mr. Hatch stated the Lodi numbers are consistent with the available data, but it is important to try to obtain more current and accurate data as SJCOG is attempting to do so with the University of the Pacific.

In response to Council Member Hitchcock, Mr. Swearingen stated the City's numbers shown for the low and very low categories are based on median family income data from the last decennial census and the formula that defines the very low, low, moderate, and above moderate categories.

Council Member Hitchcock requested a copy of additional data that is available regarding the methodology and numbers. She also suggested revising the draft methodology based on her concerns that it is too simple and does not reflect current thinking.

Mr. Swearingen stated he would be happy to provide the requested information and will forward the same to staff. He also requested the City provide its concerns to him in writing so that he may take the same back to the Committee to evaluate the methodology.

In response to Mayor Pro Tempore Hansen, Mr. Hatch stated the slow growth benefits the City in the sense that it is factored into the household growth component which is reduced. Mr. Hatch stated that is only a partial factor, however, and the numbers are primarily being driven by the job issue.

Mayor Pro Tempore Hansen stated the City will likely provide a written summary of its concerns and concurred with Council Member Hitchcock regarding her request for additional data and spreadsheets.

Mr. King stated the item will be brought back to the City Council for consideration and solidification of its formal position. A brief discussion ensued between Mr. King and SJCOG representatives regarding the tentative date of April 24, 2008, for final methodology approval by the SJCOG Board and submission to the State.

In response to Myrna Wetzel, Mr. Hatch stated the housing element is a process driven by the State Legislature.

**C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None.

**D. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 8:23 a.m.

ATTEST:

Randi Johl  
City Clerk

**CITY OF LODI  
INFORMAL INFORMATIONAL MEETING  
"SHIRTSLEEVE" SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MARCH 11, 2008**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 11, 2008, commencing at 7:22 a.m.

**A. ROLL CALL**

Present: Council Members – Hansen, Johnson, and Katzakian

Absent: Council Members – Hitchcock and Mayor Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

**B. TOPIC(S)**

**B-1 "Sustainable City Program and Certification"**

City Manager King provided a brief introduction of the subject matter, stating that many cities are in the process of evaluating their sustainable practices and obtaining recognition regarding the same.

Planning Manager Peter Pirnejad introduced Matthew Burris, Community Planner with RBF Consulting-Urban Design Studio, and provided a PowerPoint presentation regarding the proposed sustainable city program and certification. Specific topics of discussion included Autobond International Sustainable Communities Program, RBF proposal, hybrid approach of recommendation, definition of sustainability, sustainability matrix, specifics of proposals from Autobond International and RBF Consulting, sustainability programs in other cities and counties, AB 32 application, Lodi-Woodbridge Winegrape Commission certification, related costs, and staff recommendation regarding the same.

In response to Mayor Pro Tempore Hansen and his question regarding how sustainability affects in a quantifiable way bringing in businesses, Mr. Pirnejad provided an example of a corking company that was making floors from cork waste products instead of throwing the waste away. He stated waste reduction is a way of thinking for businesses and the City.

In response to Mayor Pro Tempore Hansen, Mr. Pirnejad stated the program would focus on economics in two ways including being more conservative with existing resources and leveraging existing resources to do more. He stated it also provides an opportunity for the City to set an example for existing and new businesses to operate in a more effective and efficient manner.

In response to Mayor Pro Tempore Hansen, Mr. King stated financial sustainability for future generations is important with respect to both reserves and practices.

In response to Council Member Johnson, Mr. Pirnejad stated sustainability could be tied into the General Plan and job generation based on density of the jobs. He stated the General Plan goals can specify the types of activities and job-generating businesses that are desired in the community, along with the practice requirements they need to meet.

Discussion ensued between Council Member Johnson, Mr. Pirnejad, and Mr. King regarding costs associated with going green, the process associated with tapping into the resources for a specific community, and sustainable practices related to water supply availability and conservation, National Pollutant Discharge Elimination System standards, and recycling programs.

In response to Council Member Katzakian, Mr. King stated the bigger elements of a General Plan are usually land use and traffic. He stated economic development and sustainability are incorporated into the existing seven components of the plan and listing sustainability as a separate component may help organize practices for maximum benefit.

In response to Mayor Pro Tempore Hansen, Mr. King stated the first of the proposed program is to obtain a sustainable certification through cataloging existing practices to get a seal of approval as the Winegrape Commission did. He stated the other piece is to attract industry and there may be some individuals in the development community that would like to contribute to the certification costs.

In response to Council Member Johnson, Mr. King stated he is not sure of the impact that will be placed on staff in connection to doing a sustainability program. He stated that information would be brought back to Council. Mr. Pirnejad stated it is more likely that the Autobond certification process alone will have more impact on staff than the RBF proposal. Mr. Pirnejad also recommended conducting the Green Busy Market Study to attract businesses to the City.

In response to Myrna Wetzel, Mr. King stated that sustainability could be another tool for economic development and attracting new businesses to town, along with redevelopment and the enterprise zone.

In response to Mayor Pro Tempore Hansen's question regarding the carbon concerns and AB 32, Mr. Burris stated he is not aware of any other community that has tried to calculate the same on an incremental basis. He stated he is aware of some legislation pertaining to local control over determining a community's carbon footprint. He also provided an example of the Pasadena green building program, which was implemented as a result. Mayor Pro Tempore Hansen suggested approaching cautiously in light of the flux of AB 32 and related efforts.

Dr. Cliff Ohmart, Integrated Pest Management Director for the Lodi-Woodbridge Winegrape Commission, spoke in support of the City's effort to obtain certification as a sustainable community and provided examples of the Commission's efforts to do the same. In response to Mayor Pro Tempore Hansen, Dr. Ohmart stated the wine industry is progressive in comparison to the remainder of the agricultural community and the Commission has received a good response and marketability from the wine industry.

City Manager King stated the matter will be brought back at a regular Council meeting after staff has refined the proposal in light of the Council's comments.

**C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS**

None.

**D. ADJOURNMENT**

No action was taken by the City Council. The meeting was adjourned at 8:26 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MARCH 11, 2008**

**A. CALL TO ORDER / ROLL CALL**

The Special City Council meeting of March 11, 2008, was called to order by Mayor Pro Tempore Hansen at 7:01 a.m.

Present: Council Members – Hansen, Johnson, and Katzakian

Absent: Council Members – Hitchcock and Mayor Mounce

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

**B. REGULAR CALENDAR**

- B-1 “Adopt Resolution Authorizing the City Manager to Execute a Cost Reimbursement Only ‘Lease Agreement’ between the Administrative Office of the Courts and the City of Lodi for Utilization of Courtroom No. 1, Located at 230 West Elm Street, Lodi (Old Public Safety Building Court Space), for an Approximate Two-Month Period; and Further Authorizing the City Manager to Negotiate a Conservative Estimate for the Cap of Utility and Maintenance Costs”

City Manager King briefly introduced the subject matter. He provided an overview of the current status of the old Public Safety Building and the request to allow the courts to utilize the space for a special trial. Mr. King stated there is a requirement that the courts vacate the space by May 16, 2008, in order to facilitate the Finance Department transition. He stated that the courts will cover out of pocket costs, including utilities.

Judge Murray stated the courts are requesting the use of the space for a trial that will take approximately eight weeks using a retired judge because there is a shortage of space in the downtown Stockton courts.

In response to Council Member Johnson, Judge Murray stated he does not anticipate the trial will last longer than May 16. He stated the courts will vacate the space regardless of the schedule, even if they are required to make additional accommodations in downtown.

In response to Mayor Pro Tempore Hansen, Judge Murray stated he does not think it is possible to start the trial earlier in light of the schedule of the parties and witnesses, but he does anticipate the trial will move according to schedule because the retired judge will only be focusing on this case alone.

In response to Mayor Pro Tempore Hansen, Judge Murray stated the courts will not have additional space in the new County building because the courts are a separate entity under the State.

**MOTION / VOTE:**

The City Council, on motion of Council Member Johnson, Hansen second, adopted Resolution No. 2008-41 authorizing the City Manager to execute a Cost Reimbursement Only “Lease Agreement” between the Administrative Office of the Courts and the City of Lodi for utilization of Courtroom No. 1, located at 230 West Elm Street, Lodi (old Public Safety Building court space), for an approximate two-month period; and further authorizing the City Manager to negotiate a conservative estimate for the cap of utility and maintenance costs. The motion carried by the following vote:

Ayes: Council Members – Hansen, Johnson, and Katzakian

Noes: Council Members – None

Absent: Council Members – Hitchcock and Mayor Mounce



- K-2 "Authorize the City Manager to Engage Lamont Financial Services to Provide Advice with Regard to Redemptions of Electric Utility Certificates of Participation Dated 2002"

City Manager King provided a brief overview of the status of the 2002 Electric Utility Bonds and the related redemption of the municipal bonds.

In response to Mayor Pro Tempore Hansen, Mr. King stated there is not a specific timeline because staff is unsure of how long the process will take in light of the fact that other municipalities are going through the same thing as the City of Lodi with the banks.

In response to Council Member Johnson, Mr. King stated staff is in the process currently of determining various alternatives and paths for Council consideration, additional information will likely be available from Lamont Financial Services by March, and efforts are underway to determine the viability of a letter of credit with the French bank.

In response to Council Member Johnson, Tom Dunphy with Lamont Financial Services stated credit liquidity is a current issue, thousands of cities are experiencing the same concerns, and timing is uncertain as a result. He stated the City is speaking with various letter of credit providers, as are other municipalities, and they will keep the City Council aware of the options while being mindful of the related costs.

In response to Mayor Pro Tempore Hansen, Mr. King stated the 2002 Electric Utility bonds are the only City bonds that are subject to a variable rate and therefore the only bonds that are susceptible to this type of a call.

MOTION / VOTE:

The City Council, on motion of Council Member Johnson, Katzakian second, authorized the City Manager to engage Lamont Financial Services to provide advice with regard to redemptions of Electric Utility Certificates of Participation dated 2002. The motion carried by the following vote:

Ayes: Council Members – Hansen, Johnson, and Katzakian

Noes: Council Members – None

Absent: Council Members – Hitchcock and Mayor Mounce

C. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 7:22 a.m.

ATTEST:

Randi Johl  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve plans and specifications and authorize advertisement for bids for site improvements at Lodi Lake Park, 1101 West Turner Road

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Interim Parks and Recreation Director

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**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for site improvements at Lodi Lake Park, 1101 West Turner Road.

**BACKGROUND INFORMATION:** The Lodi Lake project was part of the Parks and Recreation Department 2000 Park Bond Act Per Capita Grant and 2002 Resources Bond Act program request.

The new site improvements around the Lodi Lake Discovery Center are in conjunction with the new donated boat house from Meehleis Modular and the Lodi Centennial Group.

The work consists of removing and disposing of the existing metal boat house structure, wood decking, rock retaining wall, galvanized pipe hand railing, decorative rock steps, concrete patio slabs, concrete walkways, fencing, gates and grinding and stockpiling of asphalt. New work will include the installation of new Keystone block retaining walls, concrete flat work, a concrete switchback ramp system with hand railing, concrete curbing, concrete pavers, wrought iron fencing, custom steel guard railing, and modifications to existing water, sewer and electrical services. Plans and specifications are on file in the Parks and Recreation office.

**FISCAL IMPACT:** There is no direct impact to the Parks and Recreation Department budget for the site improvements at Lodi Lake Park. The State Resources Bond Act and Park Bond Act will support the improvements of this project in its entirety. This project has the potential to decrease maintenance efforts.

**FUNDING:**

2002 Resources Bond Act	
Prop 40 Per Capita Funds	\$186,000.00
2002 Resources Bond Act	
Prop 40 Roberti-Z'Berg Harris Block Grant	\$160,847.00
2000 Parks Bond Act	
Prop 12 Roberti-Z'Berg Harris Block Grant	\$168,584.00
Total State Grant Funding:	\$515,431.00
Engineer's Estimate:	\$515,431.00

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APPROVED: \_\_\_\_\_  
Blair King, City Manager

*Approve plans and specifications and authorize advertisement for bids for site improvements at Lodi Lake Park, 1101 West Turner Road*  
March 19, 2008  
Page 2

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Kirk Evans, Budget Manager

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Steve Dutra  
Interim Parks and Recreation Director

Prepared by Steve Virrey, Park Project Coordinator

SD\SV:tl

cc: Susan Bjork, Management Analyst  
Wes Fujitani, Sr. Civil Engineer



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve specifications and Authorize Advertisement for Bids to Procure Polemount and Padmount Transformers (EUD)

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Approve the specifications and authorize the advertisement for bids to procure polemount and padmount transformers for the Electric Utility Department (EUD).

**BACKGROUND INFORMATION:** Manufacturers of distribution transformers are reporting delivery lead-times in excess of fifty two (52) weeks for certain types of polemount and padmount units currently used in the City's electric system.

It is therefore necessary to solicit bids for EUD's anticipated needs for 2008 and to augment warehouse inventory. Staff recommends advertisement for bids for the following transformers:

Polemount:	3 each	25kVA single-phase conventional 120/240V secondary
	1 each	37.5kVA single-phase conventional 277V secondary
	2 each	37.5kVA single-phase conventional 120/240V secondary
	1 each	37.5kVA single-phase conventional 240/480V secondary
	1 each	167kVA single-phase conventional 120/240V secondary
	1 each	167kVA single-phase conventional 240/480V secondary
Padmount:	7 each	37.5kVA single-phase 240/120V secondary
	8 each	50kVA single-phase 240/120V secondary
	6 each	75kVA single-phase 240/120V secondary
	1 each	75kVA three-phase 480Y/277V secondary
	1 each	225kVA three-phase 480Y/277V secondary
	1 each	500kVA three-phase 208Y/120V secondary
	2 each	500kVA three-phase 480Y/277V secondary
	2 each	1500kVA three-phase 480Y/277V secondary

**FISCAL IMPACT:** The Fiscal Impact would be the cost saving associated with buying now versus next year is approximately 25-50%, the equivalent future price escalation.

**FUNDING:** Estimated cost is \$250,000 from Account No. 161651.

Kirk Evans, Budget Manager

George F. Morrow, Electric Utility Director

Prepared by: Demy Bucaneg, Jr. –PE, Manager, Engineering & Operations  
Weldat Haile – Senior Power Engineer

APPROVED: \_\_\_\_\_  
Blair King, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for a 55' Material Handling Bucket Truck (Replacement) and Appropriate Funds (\$190,000) (EUD)

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Approve Specifications and Advertise for Bids for a 55' Material Handling Bucket Truck (Replacement) and appropriate funds.

**BACKGROUND INFORMATION:** The requested 55' material handling bucket truck will be a replacement for an aged bucket truck (#09002) which was sold at auction in October 2007 for \$9,100.

A significant portion of the Department's distribution and sub-transmission system is composed of overhead power lines. Construction, maintenance and inspection of overhead lines are performed most efficiently, rapidly and safely from bucket trucks. The demand on the existing bucket truck, which is shared by two crews, has been significant. As a result, this specialized piece of equipment is only available for some jobs, resulting in inefficient utilization of staff and delays in completing work. This situation is compounded during times when the existing bucket truck is unavailable due to break downs and/or required maintenance.

Based on EUD's present/future workload and the importance of having this type of equipment available at all times for construction projects and service restoration work, it is recommended that the bucket truck be purchased.

**FISCAL IMPACT:** Having two bucket trucks will increase efficiency by allowing two crews to perform aerial work simultaneously.

**FUNDING:** Estimated price is \$190,000. Unencumbered bond proceeds (Electric Utility Department 1999 Certificate of Participation Series A)

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
George F. Morrow  
Electric Utility Director

Prepared By: Barry Fisher, Construction/Maintenance Supervisor

GFM/BF/lst

APPROVED: \_\_\_\_\_  
Blair King, City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertising for Bids for Curb, Gutter and Sidewalk Replacement Annual Contract for Fiscal Year 2008/09

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertising for bids for the curb, gutter and sidewalk replacement annual contract for the 2008/09 fiscal year.

**BACKGROUND INFORMATION:** Curb, gutter and sidewalk replacement is an annual contract administered by the Streets and Drainage Division and is consistent with past practices. This contract is for replacement of miscellaneous concrete work as guided by the sidewalk replacement program and sidewalk inventory. This contract is typically accomplished by issuing purchase orders in small increments. The prices from this contract are used for work ordered by the City for sidewalks which are the property owner's responsibility, which are to be reimbursed to the Street fund.

The specifications are on file in the Public Works Department at the Municipal Service Center.

**FISCAL IMPACT:** Should funding for this contract not be made available, it would severely compromise the continuously increasing risk of liability to the City and adversely affect the Streets and Drainage Division's ability to perform necessary maintenance.

**FUNDING AVAILABLE:** The money for this contract will be coming from the Street Operating Budget comprised of Gas Tax, TDA funds for Streets, Bike and Ped routes in the proposed 2008/09 budget. Actual amounts will be consistent with adopted budget.

Project Estimate: \$75,000  
Planned Bid Opening: April 3, 2008

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
RCP/CJ/dsg  
cc: George Bradley, Streets and Drainage Manager  
Wally Sandelin, City Engineer  
Purchasing

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Fee Payment Agreement for  
1343 East Kettleman Lane (Tuscany Comfort Suites)

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt a resolution approving a Fee Payment Agreement for 1343 East Kettleman Lane and authorizing the City Manager to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The proposed project is located at 1343 East Kettleman Lane and consists of an 89-room hotel (Tuscany Comfort Suites).

The developer, KFP Galt, LLC, has requested a Fee Payment Agreement for Development Impact Mitigation Fees and Wastewater Capacity Impact Fees for the proposed project (\$420,496). The developer has also requested that the payment of fees be made in twenty (20) equal semi-annual installments (\$28,005) over a ten-year period. Interest would be charged at the current Local Agency Investment Fund (LAIF) rate plus one percent (5.801%). The City Manager currently has authority to approve Fee Payment Agreements having a term of seven years or less. Since the requested term is ten years, Council approval of the agreement is required. Staff feels that the developer's request for a ten-year term is reasonable and recommends approval of the agreement.

**FISCAL IMPACT:** While the fee payment agreement reduces impact fee revenue in the current year, the interest rate being charged will offset the loss of interest earnings to the impact fee fund. Obviously, the degree of offset will depend on the actual interest rates the City receives on its investments.

**FUNDING AVAILABLE:** Not applicable.

---

Richard C. Prima, Jr.  
Public Works Director

Prepared by Chris Boyer, Junior Engineer

Attachment

RCP/CB/pmf

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

WHEN RECORDED, RETURN TO:  
City Clerk  
City of Lodi  
221 West Pine Street  
Lodi, CA 95240

FEE PAYMENT AGREEMENT  
1343 E. Kettleman Lane

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and KFP GALT LLC, hereinafter referred to as "Owner".

RECITALS:

Owner is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, and described as follows:

See Exhibit A for legal description

Owner is desirous of complying with existing City ordinances and policies regarding payment of the Wastewater Capacity Impact Fee and Development Impact Mitigation Fees as set forth in Title 13, Chapter 13.12 and Title 15, Chapter 15.64, respectively, of the Lodi Municipal Code. However, Owner has requested payment of the Wastewater Capacity Impact Fee and Development Impact Mitigation Fees in twenty (20) equal semi-annual installments over a ten (10) year period.

Council of the City will approve the payment of fees in twenty (20) equal semi-annual installments on condition that the owner first enter into and execute this agreement with the City.

NOW THEREFORE, in order to insure satisfactory performance by Owner of Owner's obligations under said City Code, the parties agree as follows:

1. Owner agrees to pay Development Impact Mitigation Fees and Wastewater Capacity Impact Fee in the combined amount FOUR HUNDRED TWENTY THOUSAND FOUR HUNDRED NINETY SIX AND 00/100 DOLLARS (\$420,496.00) in twenty (20) equal semi-annual payments of TWENTY EIGHT THOUSAND FOUR AND 57/100 DOLLARS (\$28,004.57) at an interest rate of 5.801 percent. The principal amount represents \$174,120.00 for Development Impact Mitigation Fees and \$246,376.00 for the Wastewater Capacity Impact Fee as shown on the attached Development Impact Mitigation Fee Summary Sheet (Exhibit B).
2. The first payment shall be due no later than July 1, 2008. All subsequent payments are due no later than January 1 and July 1 of each year.
3. Each payment shall be credited first on interest due and the remainder on principal.
4. Upon sale, transfer or any other conveyance of the property, all fees payable under this agreement shall become immediately due and payable. This agreement shall have no right of assignment.



5. If Owner fails to meet any specified payment as set forth in Item #1 above within fifteen (15) days following the due date, the City Manager or the City Council may serve written notice upon Owner for breach of this agreement and the default of Owner.
6. In the event of any such notice of breach, Owner shall have the duty to pay, in full, the balance of the required fees. If the Owner, within five days after the serving of notice, does not give the City written notice of its intention to pay in full the balance of the unpaid development impact mitigation fees and wastewater capacity impact fee, and does not make such payment within five days after its notice to City, this agreement shall be considered void. City shall institute legal proceedings to recover the balance of the unpaid fees and for any excess cost or damage occasioned City thereby.
7. A copy of the Agreement shall be recorded in the office of the San Joaquin County Records, P. O. Box 1968, Stockton, California 95201-1968.
8. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.  
Public Works Director  
City of Lodi  
P. O. Box 3006  
Lodi, CA 95240-1910

Notices required to be given to Owner shall be addressed as follows:

KFP Galt, LLC  
2552 Cottonwood Dr.  
Lodi, CA 95242

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

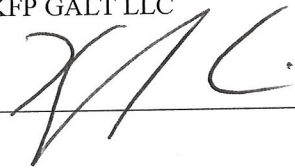
Dated: \_\_\_\_\_ 2008


By: \_\_\_\_\_  
Blair King, City Manager

Attest: \_\_\_\_\_  
Randi Johl, City Clerk

KFP GALT LLC

Dated: 2/27 \_\_\_\_\_ 2008

\_\_\_\_\_  


Approved as to form: \_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 

Dated: \_\_\_\_\_ 2008

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

San Joaquin

} ss.

On 2-27-08

Date

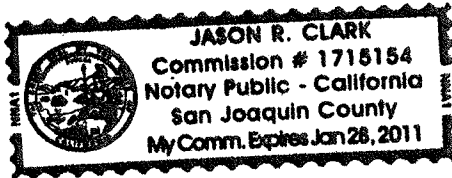
before me, Jason R. Clark Notary

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kyu Kim

Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**Title or Type of Document: Fee Payment AgreementDocument Date: 2-27-08Number of Pages: 3Signer(s) Other Than Named Above: KFD Galt LLC, Kyu Kim**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Development Impact Mitigation Fee Summary Sheet

Subdivision:

Name

Tract #

File #

Parcel: **1337 E. Kettleman Lane**

Address

Permit #

AP #

Developer/Owner: **KFP Management Inc.**

Name

Address

Project Description: **Tuscany Comfort Suites**

GP Land Use Category: **Industrial**

Parcel

**Commercial Retail**

Project (if different)

Fee Category	Account #	P	RAE	Adj.	F	A	T
1) Water Facilities	1821.6122	\$ 5,046.00	0.64		\$ 3,230.00	2.00	\$ 6,460.00
2) Sewer Facilities - See Below					\$ 0.00	2.00	\$ 0.00
3) Storm Drainage Facilities	3261.6122	\$ 18,454.00	1.33		\$ 24,540.00	2.00	\$ 49,080.00
4) Street Improvements	3321.6122	\$ 14,355.00	2.08		\$ 29,860.00	2.00	\$ 59,720.00
5) Police Protection Facilities	12151.6122	\$ 1,983.00	4.12		\$ 8,170.00	2.00	\$ 16,340.00
6) Fire Protection Facilities	12161.6122	\$ 1,938.00	2.69		\$ 5,210.00	2.00	\$ 10,420.00
7) Parks & Recreation Facilities	12171.6122	\$ 27,868.00	0.32		\$ 8,920.00	2.00	\$ 17,840.00
8) General City Fac. & Prog. Admin.	12181.6122	\$ 8,012.00	0.89		\$ 7,130.00	2.00	\$ 14,260.00

**Total 1-8: \$ 174,120.00**

**Wastewater Capacity Fee: <sup>(1)</sup> \$ 246,376.00**

**Grand Total: \$ 420,496.00**  
due prior to project approval

P = Program Fee per Residential Acre Equivalent (RAE) per Resolution 2001-242 and 2004-238 as adjusted in conformance with LMC 15.64.050.

RAE = Residential Acre Equivalent per LMC §15.64.070, unless adjusted.

Adj. = Checked if RAE is adjusted, see Notes below.

F = Fee per acre (rounded to nearest \$10.00) = P x RAE.

A = Gross acreage per LMC §15.64.020A & 15.64.060 (rounded to nearest 0.01 acre).

T = Total Fee for service category = A x F.

### Notes:

1. Wastewater Capacity Impact Fee is based on a 138-bed hotel and 3 beds/sewer service unit (SSU) and represents 46 SSU. Each SSU is \$5,356.00.
2. The fees are based on the January 2008 Development Impact Mitigation Fee Schedule.

By: \_\_\_\_\_

Approved: \_\_\_\_\_

Record #: \_\_\_\_\_

Date Billed: \_\_\_\_\_

Date Paid: \_\_\_\_\_ (Fee category 1 thru 8)

02/25/2008 Impact Fees

RESOLUTION NO. 2008-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING FEE PAYMENT AGREEMENT FOR  
1343 EAST KETTLEMAN LANE

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Fee Payment Agreement with KFP Galt, LLC, for Development Impact Mitigation Fees and Wastewater Capacity Impact Fees for project located at 1343 East Kettleman Lane.

Dated: March 19, 2008

=====

I hereby certify that Resolution No. 2008-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2008-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Improvement Agreement for Public Improvements of 1337 East Kettleman Lane (APN 049-250-87) (Plummer)

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving the Improvement Agreement for the Public Improvements of 1337 East Kettleman Lane (APN 049-250-87) and authorizing the City Manager to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The project is located on the north side of Kettleman Lane, east of Pixley Parkway, as shown on Exhibit A.

The developer, Dennis W. Plummer, has furnished the City with improvement plans, necessary agreements, guarantees and insurance for the proposed project. The developer also paid the required improvement agreement preparation fee and other miscellaneous fees (\$29,992.06). Development Impact Mitigation Fees will be collected at the time of building permit issuance.

The improvements are being installed in conformance with the conditions of approval for a tentative parcel map (07-P-07) to divide the existing parcel into three parcels. One of the three parcels (1343 East Kettleman Lane) is the site of the Tuscany Comfort Suites project. The improvements include water, wastewater, and storm drain facilities to serve the proposed parcels and street improvements along the Kettleman Lane frontage of the project site.

**FISCAL IMPACT:** There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets, water, wastewater and storm drain facilities, and City services, such as police and fire.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Sharon A. Welch, Senior Civil Engineer  
Attachments  
cc: Senior Civil Engineer Fujitani  
Dennis W. Plummer  
Baumbach & Piazza

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

IMPROVEMENT AGREEMENT  
for the  
PUBLIC IMPROVEMENTS  
of  
1337 E. Kettleman Lane  
(APN 049-250-87)

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and DENNIS W. PLUMMER, hereinafter referred to as "Developer".

RECITALS:

Developer has presented to City for approval a final parcel map, hereinafter called "map", and necessary street and easement dedications shown thereon, or provided under separate instrument.

Developer has requested approval of the map prior to the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the development, hereinafter called "project", all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Council of the City will accept the dedications offered on condition that Developer first enter into and execute this agreement with City; and

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 007D011-01 through 007D011-10, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system.
- B. Natural gas line installation
- C. Telephone line installation
- D. Electrical system
- E. Cable television system

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat
- B. Fire hydrant markers
- C. 10" x 18" Hot Tap on the existing 10-inch public water main in the private cul de sac northeast of the project site.
- D. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.
- E. Inspection of private wastewater and storm drain facilities as shown on the attached Cost Estimate for Inspection of Private Improvements.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Street Easement Dedications

Developer shall acquire, without cost to the City of Lodi, street easements to the approval of the Public Works Director to allow construction of street improvements along the Kettleman Lane frontage of the adjacent parcel to the east (049-250-51) as shown on the approved plans. The Developer's engineer shall provide the legal descriptions and City staff will prepare the easement deeds. Developer shall have the deeds executed by the property owners, notarized and returned to the City prior to the start of construction for the improvements within the areas to be dedicated.

5. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire, parks and recreation and general City facilities are required for this project. The fees shall be paid at the time of building permit issuance for each parcel and may not be prepaid. In conformance with LMC 15.64.050, the fees are automatically adjusted on January 1 of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This agreement shall in no way limit the City's ability to charge the fees in effect at the time of fee payment.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

7. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's



liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have (installed and in place all survey monuments as shown on the Map and) provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

11. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution hereof, Developer shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement; and an amount equal to at least 50% of the above costs, excluding deferred fees, as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance \$ 313,400.00  
Labor and Materials \$ 156,700.00

13. Warranty Security

Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the public improvements as security for repair or replacement of defective work under Paragraph 18 following. The warranty period shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for all required project improvements shall commence upon the date of final acceptance for the entire project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by

Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 hereof.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate  
\$2,000,000 Property Damage - Each Occurrence/Aggregate  
or  
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person  
\$2,000,000 Bodily Injury - Each Occurrence  
\$2,000,000 Property Damage - Each Occurrence  
or  
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

**NOTE:** Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

16. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

17. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

18. Repair or Reconstruction of Defective Work

If, within a period of 2 years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

19. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

20. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of two years from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

21. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the project damaged as part of the construction of the required project improvements is also the Developer's responsibility.

23. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted.

24. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices required to be given to Developer's agent shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices required to be given to surety shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. Execution

In Witness Whereof, Developer and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

DEVELOPER

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Blair King, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney

# BILLING SCHEDULE

Development: 1337 E. Kettleman Lane  
Developer: Dennis W. Plummer  
Engineer: Baumbach & Piazza  
Date: 2/22/08

Gross Acreage: 5.44  
No. of Units: n/a

					DEVELOPER COST	CREDITS
<u>ENGINEERING</u>						
Plan Check Fee	(5.0% of	\$100,000)	(1001.6121)	\$	5,000.00	
	(3.5% of	\$213,400)	(1001.6121)		7,469.00	
Inspection Fee	(4.0% of	\$250,000)	(1001.6104)		10,000.00	
	(3.5% of	\$169,553)	(1001.6104)		5,934.35	
Plan Check Fee Paid			(1001.6121)			\$ 5,792.00
Improvement Agreement			(1001.6121)		\$1,700.00	\$
ENGINEERING SUBTOTAL				\$	30,103.35	\$ 5,792.00

## STREET SYSTEM

Fees:

Charges for work by City Forces:

Seal Coat	(1001.5411.4)	13,392	SF @ \$	0.05	\$669.60	
Pavement Markers:	(1001.5411.4)					
Laneline or Fire Hydrant (\$40 min.)		1	EA @ \$	8.00	40.00	

STREET SYSTEM SUBTOTAL					\$709.60	\$0.00
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## SEWER SYSTEM

Fees:

Charges for Work by City Forces:

TV Inspection	(1701.6525)	581	LF @ \$	1.50	\$871.50	
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SEWER SYSTEM SUBTOTAL					\$871.50	\$0.00
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## WATER SYSTEM

Fees:

Charges for work by City Forces: (1801.6522)

Ties to Existing System by City 10" x 8" Hot Tap (1)			Lump Sum \$	3,225.11	\$3,225.11	
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WATER SYSTEM SUBTOTAL					\$3,225.11	\$0.00
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## STORM DRAIN SYSTEM

Fees:

Charges for Work by City Forces:

TV Inspection	(1701.6525)	583	LF @ \$	1.50	\$874.50	
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STORM DRAIN SYSTEM SUBTOTAL					\$874.50	\$0.00
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## ELECTRICAL SYSTEM

To be billed separately by Electric Utility Department

TOTAL AMOUNT OF BILLING SCHEDULE					\$35,784.06	\$5,792.00
NET AMOUNT TO BE PAID BY DEVELOPER TO CITY PRIOR TO MAP APPROVAL					\$29,992.06	



Development: 1337 E. Kettleman Lane  
Developer: Dennis W. Plummer  
Engineer: Baumbach & Piazza

Acres: 5.44  
Date: 2/22/08

TOTAL COST OF PROJECT IMPROVEMENTS					A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER		
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
<b>Street System</b>									
1	Clearing & Grubbing	1	Acre	\$1,027.00	\$1,078.35	1	\$1,078.35	0	\$0.00
2	Roadway Excavation	472	CY	21.00	9,912.00	472	9,912.00	0	0.00
3	Compact Original Ground (0.50')	6,860	SF	0.20	1,372.00	6,860	1,372.00	0	0.00
4	Compact Native Material (0.50')	6,860	SF	0.30	2,058.00	6,860	2,058.00	0	0.00
5	Aggregate Base, Class II (1.2')	6,860	SF	2.10	14,406.00	6,860	14,406.00	0	0.00
6	Asphalt Concrete, Type B (0.45')	13,392	SF	1.70	22,766.40	13,392	22,766.40	0	0.00
7	Deep-lift Roadway Patch Pavement	122	SF	4.00	488.00	122	488.00	0	0.00
8	Sawcut & Remove Existing AC	6,654	SF	6.00	39,924.00	6,654	39,924.00	0	0.00
9	Sawcut & Remove Existing Driveway	1,455	SF	3.00	4,365.00	1,455	4,365.00	0	0.00
10	Remove Existing Sidewalk	458	SF	6.00	2,748.00	458	2,748.00	0	0.00
11	Remove Existing Curb & Gutter	61	LF	11.00	671.00	61	671.00	0	0.00
12	Remove Existing 6" PVC Drain	30	LF	10.00	300.00	30	300.00	0	0.00
13	Vertical Curb, Gutter and Sidewalk (7.5')	162	LF	37.00	5,994.00	162	5,994.00	0	0.00
14	Concrete Subgrade Compaction	2,860	SF	3.00	8,580.00	2,860	8,580.00	0	0.00
15	Commercial Driveway (13' wide)	1	EA	1,500.00	1,500.00	1	1,500.00	0	0.00
16	Commercial Driveway (25' wide)	1	EA	2,800.00	2,800.00	1	2,800.00	0	0.00
17	Special Commercial Driveway	1	EA	5,134.00	5,134.00	1	5,134.00	0	0.00
18	Driveway Patch Pavement	126	SF	2.00	252.00	126	252.00	0	0.00
19	Sidewalk Barricade	1	EA	513.00	513.00	1	513.00	0	0.00
20	6" Asphalt Concrete Berm	215	LF	21.00	4,515.00	215	4,515.00	0	0.00
21	Remove Existing Barricade	1	EA	513.00	513.00	1	513.00	0	0.00
22	Remove-Relocate Existing Mailbox	1	EA	308.00	308.00	1	308.00	0	0.00
23	Relocate Existing Street Light	1	EA	1,800.00	1,800.00	1	1,800.00	0	0.00
24	Street Lights (Mast Type 250 Watt)	2	EA	2,567.00	5,134.00	2	5,134.00	0	0.00
25	Traffic Control	1	LS	2,800.00	2,800.00	1	2,800.00	0	0.00
26	Striping & Signage	1	LS	2,000.00	2,000.00	1	2,000.00	0	0.00
27	Stabilized Construction Entrance	1	EA	1,027.00	1,027.00	1	1,027.00	0	0.00
28	Concrete Washout Structure	1	EA	4,107.00	4,107.00	1	4,107.00	0	0.00
29	Erosion & Sediment Control	5.44	Acre	2,053.00	11,168.32	5	11,168.32	0	0.00
<b>Subtotal</b>					<b>\$158,234.07</b>	<b>Subtotal</b>	<b>\$158,234.07</b>	<b>Subtotal Street System</b>	<b>\$0.00</b>
10% Engineering & Administration									0.00
<b>Total Street System</b>									<b>\$0.00</b>
<b>Storm Drain System</b>									
1	Connect to Existing Storm Drain	1	EA	\$5,134.00	\$5,134.00	1	\$5,134.00	0	\$0.00
<b>Subtotal</b>					<b>\$5,134.00</b>	<b>Subtotal</b>	<b>\$5,134.00</b>	<b>Subtotal Storm Drain System</b>	<b>\$0.00</b>
10% Engineering & Administration									0.00
<b>Total Storm Drain System</b>									<b>\$0.00</b>
<b>Sanitary Sewer System</b>									
1	8" Sanitary Sewer Pipe (PVC)	42	LF	\$36.00	\$1,512.00	42	\$1,512.00	0	\$0.00
2	Sanitary Sewer Manhole (48")	1	EA	4,000.00	4,000.00	1	4,000.00	0	0.00
<b>Subtotal</b>					<b>\$5,512.00</b>	<b>Subtotal</b>	<b>\$5,512.00</b>	<b>Subtotal Sanitary Sewer System</b>	<b>\$0.00</b>
10% Engineering & Administration									0.00
<b>Total Sanitary Sewer System</b>									<b>\$0.00</b>

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
<b>Water System</b>									
1	8" Water Pipe (PVC)	1,531	LF	41.00	\$62,771.00	1,531	\$62,771.00	0	\$0.00
2	12" Water Pipe (PVC)	23	LF	51.00	1,173.00	23	1,173.00	0	0.00
3	Water Main Casing	10	LF	70.00	700.00	10	700.00	0	0.00
4	8" Gate Valve	8	EA	1,232.00	9,856.00	8	9,856.00	0	0.00
5	12" Gate Valve	2	EA	1,848.00	3,696.00	2	3,696.00	0	0.00
6	Adjust Valves to Grade	1	EA	513.00	513.00	1	513.00	0	0.00
7	Fire Hydrant Assembly	3	EA	3,080.00	9,240.00	3	9,240.00	0	0.00
8	Remove Blowoff	1	EA	400.00	400.00	1	400.00	0	0.00
9	Blowoff (temporary)	3	EA	411.00	1,233.00	3	1,233.00	0	0.00
10	Connect to Existing Water	2	EA	5,134.00	10,268.00	2	10,268.00	0	0.00
11	3" Water Service w/Meter Box	1	EA	1,500.00	1,500.00	1	1,500.00	0	0.00
12	8" Water Service	2	EA	2,200.00	4,400.00	2	4,400.00	0	0.00
13	2" Irrigation Service w/Meter Box	1	EA	1,027.00	1,027.00	1	1,027.00	0	0.00
14	Pipe Marker Post	1	EA	50.00	50.00	1	50.00	0	0.00
<b>Subtotal</b>					\$106,827.00	<b>Subtotal</b>	\$106,827.00	<b>Subtotal Water System</b>	\$0.00
								10% Engineering & Administration	0.00
								<b>Total Water System</b>	\$0.00
<b>Total</b>					\$275,707.07	<b>Total</b>	\$275,707.07		
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)						\$275,707.07			
Contingencies (10% of Construction Costs)						\$27,570.71			
Construction Engineering & Staking @ 3% ±						\$9,122.22			
As-built Plans & Certifications						\$1,000.00			
<b>TOTAL COST FOR ENGINEERING FEE CALCULATION</b>						<b>A. Total</b>	\$313,400.00	<b>B. Total</b>	\$0.00
<b>TOTAL IMPROVEMENT SECURITY AMOUNTS:</b>									
Faithful Performance: 100% of A& B				\$313,400.00					
Labor & Materials: 50% of A & B				\$156,700.00					

City of Lodi  
Publics Works Department

COST ESTIMATE  
FOR INSPECTION OF  
PRIVATE IMPROVEMENTS

Development: 1337 E. Kettleman Lane  
Developer: Dennis W. Plummer  
Engineer: Baumbach & Piazza

Acres: 5.44  
Date: 2/22/08

TOTAL COST OF PRIVATE IMPROVEMENTS TO BE INSPECTED BY PUBLIC WORKS DEPARTMENT

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
<b><u>Storm Drain System</u></b>					
1	18" Storm Drain Pipe (PVC)	316	LF	\$56.00	\$17,696.00
2	24" Storm Drain Pipe (RCP)	267	LF	67.00	17,889.00
3	48" Storm Drain Manhole	2	EA	3,080.00	6,160.00
4	Drop Inlet Catch Basin	4	EA	1,540.00	6,160.00
5	Bypass System Manholes	2	EA	4,200.00	8,400.00
6	Storm Drain Interceptor	1	EA	20,000.00	20,000.00
7	Pipe Marker	1	EA	50.00	50.00
<b>Subtotal</b>					\$76,355.00
 <b><u>Sanitary Sewer System</u></b>					
1	8" Sanitary Sewer Pipe (PVC)	539	LF	\$23.00	\$12,397.00
2	Sanitary Sewer Manhole (48")	3	EA	2,567.00	7,701.00
3	Pipe Marker	1	EA	50.00	50.00
<b>Subtotal</b>					\$20,148.00
<b>Total</b>					\$96,503.00
Contingencies (10% of Construction Costs)					\$9,650.00
TOTAL COST FOR INSPECTION FEE FOR PRIVATE IMPROVEMENTS					\$106,153.00



# CITY OF LODI

PUBLIC WORKS DEPARTMENT


## POLICIES AND PROCEDURES

WATER - 7

METERING WATER USAGE OF NEW WATER  
MAINS REQUIRING TEMPORARY BYPASSES

Rev. 3/15/93

1. This policy will apply to all public water mains and private water services that require a temporary bypass meter assembly (Standard Plan 409).
2. Contractors who are installing public or private water mains or fire system mains that require a temporary bypass will install a 6-inch City-owned and furnished turbine meter with double checks and butterfly valve assembly as indicated on the plans. Additional water connections shall be per Detail "B" as shown on Standard Plan 409.
3. The contractor installing water mains shall deposit with the City funds for holding equal to approximately one and one-half times the bypass meter assembly's replacement value. The deposit amount shall be revised annually. The contractor shall be responsible for paying current water rates for all water metered during the construction of the water system plus an increasing rental fee as shown on Schedule A until the bypass meter assembly is removed and returned. (Note: Water for dust control may be taken from fire hydrants upstream of the bypass meter assembly.)
4. Payment for water used must be made prior to final acceptance of the project. The bypass meter assembly deposit will be credited against or returned after payment of meter charges has been made and undamaged meter assembly has been delivered to the City. Damage requiring repair or replacement to or loss of City-owned water meter bypass assembly will result in forfeit of all or portions of deposit plus estimated water usage billing of project. (Inspector's estimate of hours utilized, times maximum volume delivered.)
5. All meters furnished will be annually certified for accuracy by the City. Any contractor wishing further certification will pay for such with a City-approved meter testing firm. Plus or minus 3% will be considered accurate. The City will make appropriate adjustments in meter charges, if warranted.

  
Jack L. Ronsko  
Public Works Director

JLR/FF/lm

Attachments

SCHEDULE A  
DAILY RENTAL AND HANDLING CHARGES

	DAYS	
First 45 days	1-45	\$ 1.00 per day
Next 15 days	46-60	\$ 2.50 per day
Every day thereafter up to 90 days	61-90	\$ 5.00 per day
After 90 days	90+	\$10.00 per day

NOTE: Counting of days shall begin when assembly is picked up at the Municipal Service Center and stop on day of return.

EXAMPLE OF COSTS FOR SUBDIVISION OF 100 LOTS

° Deposit for 6" bypass meter assembly (Cash, Certified Check, or Certificate of Deposit to Public Works Department)	\$5,000.00
° Daily rental and handling charge*, 60 days	
First 45 days =	45.00
Next 15 days at \$2.50/day =	37.50
° Water Usage Fee*	
100,000 cubic feet (approximately 750,000 gallons) (1040 gallons per minute X 60 minutes X 12 hours = 750,000 gallons)	
COST: 100,000 cubic feet X \$0.285/100 cubic feet	285.00
° Storm Drain Pumping Fee*	
750,000 gallons X \$66.13/MG	49.60
° Charge for bacteriological retesting (\$15.00 per test approximately) plus collection costs per sample	<u>-0-</u> 5,417.10
	Deposit Returned <u>-5,000.00</u>
	Contractor Owes City \$ 417.10

\* Billed upon return of undamaged bypass meter assembly to the Municipal Service  
Center, 1331 South Ham Lane, Lodi, California.

NOTE: All above charges subject to change

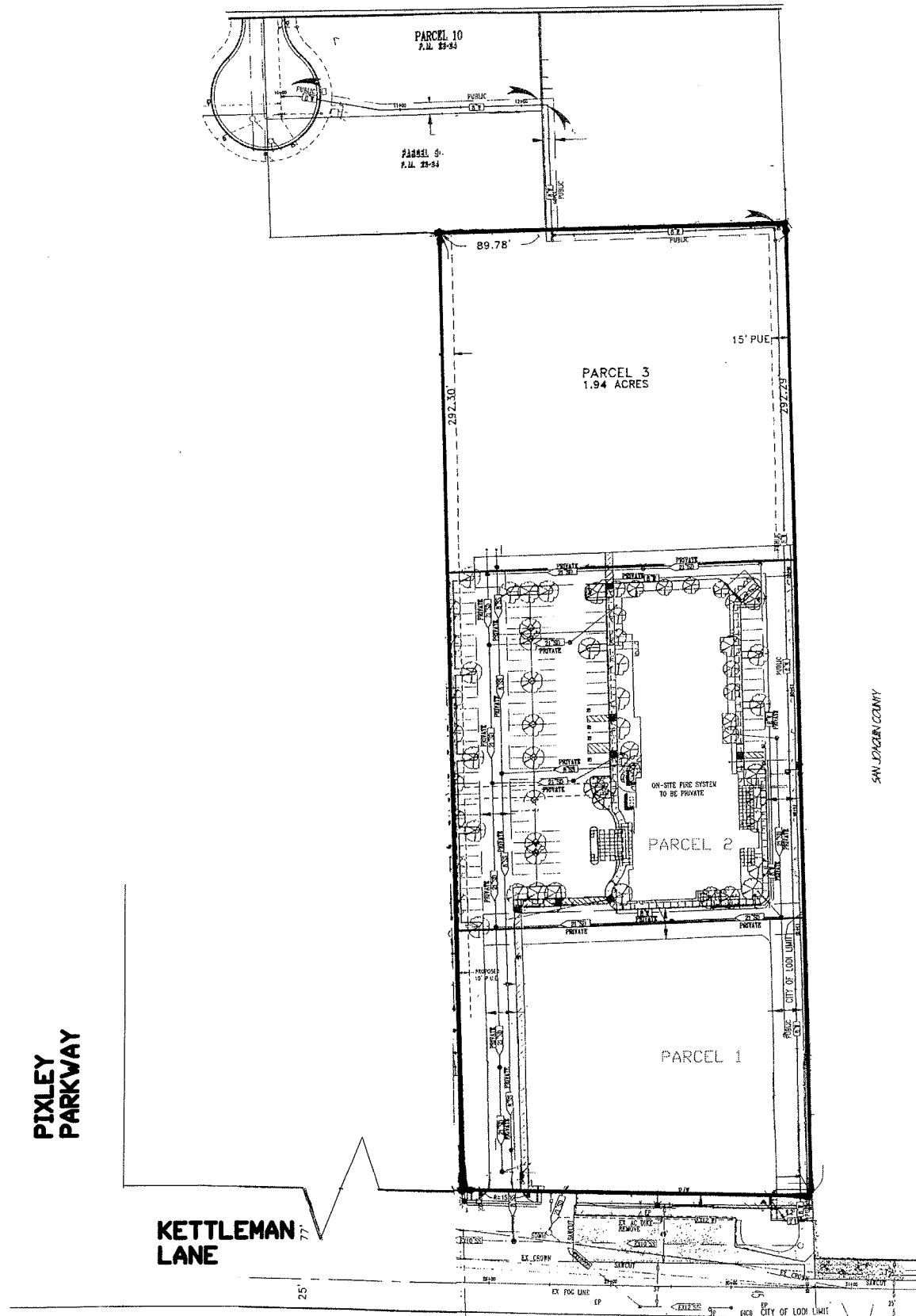


# CITY OF LODI

PUBLIC WORKS DEPARTMENT

1337 E. KETTLEMAN LANE

## EXHIBIT A



RESOLUTION NO. 2008-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING IMPROVEMENT AGREEMENT  
FOR 1337 EAST KETTLEMAN LANE

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreement with Dennis W. Plummer for the public improvements of 1337 East Kettleman Lane (APN 049-250-87); and

BE IT FURTHER RESOLVED that the City Council hereby directs the City Manager to execute the Improvement Agreement on behalf of the City of Lodi.

Dated: March 19, 2008

=====

I hereby certify that Resolution No. 2008-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2008-\_\_\_\_\_





## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Authorize the City Manager to Enter Revised Memorandum of Understanding with People Assisting Lodi Shelter (PALS)

**MEETING DATE:** March 19, 2008

**PREPARED BY:** City Attorney

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**RECOMMENDED ACTION:** That the City Council authorize the City Manager to enter into a revised Memorandum of Understanding (MOU) with People Assisting Lodi Shelter (PALS) and to retain the temporary building moved to the Lodi Animal Shelter.

**BACKGROUND INFORMATION:** People Assisting Lodi Shelter (PALS), a non profit organization whose goal is to increase animal adoptions, improve animal housing conditions, and assist shelter staff by helping keep the animals in a clean environment, has maintained a modular pet adoption center on the Animal Shelter grounds under an MOU with the City of Lodi since November 2004.

Staff has made some minor revisions to the attached MOU that continues the agreement for an additional five (5) years.

**FISCAL IMPACT:** Not Applicable

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Steve Schwabauer, City Attorney

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**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

MEMORANDUM OF UNDERSTANDING  
PEOPLE ASSISTING LODI SHELTER

This Memorandum of Understanding ("Agreement" or "MOU") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by People Assisting Lodi Shelter dba PALS ("PALS") and the City of Lodi, acting by and through the City's Animal Care and Control Department ("City").

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Background

- A. City operates animal care and control services which accept thousands of surrendered, stray and abandoned domestic pets each year. City holds these pets at the City shelter for at least the period of time required by law, and then makes adoptable pets available to the public for adoption. City desires to increase the adoption rate and significantly reduce the euthanasia rate of excess adoptable pets by expanding the adoption program and establishing a new pet adoption center.
- B. For over ~~ten~~ years, PALS co-founders have volunteered to raise funds, promote adoptions of shelter pets, provide spay/neuter to control over-population, and assisted shelter staff with caring for and grooming pets and cleaning shelter facilities. In or about 2001 PALS cofounders established, furnished, staffed and maintained the shelter's ~~current~~ cat adoption area, "Cassie's Garden." In July 2004, PALS was granted 501(c) (3) nonprofit status from the IRS. PALS established a new attractive adoption facility (completed June 2006), ~~subsidized adoptions~~ and ~~subsidized~~ off-site adoption programs that have significantly increased the adoption rate of shelter pets by the community.
- C. Accordingly, the parties enter into this Agreement on the terms and conditions set forth below.

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Agreement

In consideration of their mutual covenants, the Parties agree as follows:

1. Participation. City understands that PALS is a 501 (c) (3) stand-alone organization by their own Board of Directors and policies and are partnered with the City in the humane care of shelter animals. PALS and City agree that PALS will manage and operate the pet adoption facility where members of the public can interact with adoptable City Shelter pets in a conducive setting, and receive information/educational literature about responsible pet ownership. The pet adoption center is located in a detached modular building located on the Shelter grounds.
2. Rent. PALS agrees to pay the rent for the modular building that will serve as the pet adoption center.

3. Modifications and Utilities. City agrees to provide or pay utility expenses for the shelter adoption center including power, sewer, water and garbage services.
4. Maintenance. PALS and City agree to cooperate fully to ensure that maintenance of the pet adoption center interior meets national standards established by humane associations for animal shelters. City agrees to maintain pet adoption center grounds, including utilities. PALS agrees to establish cleaning and maintenance protocols and to train and supervise volunteers to achieve those protocols. PALS agrees to use best efforts to provide volunteers to clean and maintain the pet adoption center on a daily basis. PALS will continue to recruit volunteers to cover daily shifts.
5. Administration. City and PALS agree that PALS shall be responsible for administering the pet adoptions facility, including but not limited to: establishing adoption hours; recruiting, training, supervising and staffing volunteers' ordering/purchasing equipment, furnishings, materials and supplies; screening potential adopters and processing adoption applications, educating adopters about responsible pet ownership', developing and implementing community education programs to promote responsible pet ownership, adoptions, and spay/neuter. City shall continue to furnish pet food and cat litter supplies for shelter animals residing in the pet adoption center.
6. Finances. City recognizes that PALS volunteers have raised tens of thousands of dollars over the years for the benefit of the Shelter. At this time, City is maintaining the PALS trust account (#\_\_\_\_\_). PALS and City agree that this fund shall be used for the sole purpose of maintaining the adoption facility and promoting pet adoptions and funds shall only be released as requested by PALS' authorized representative(s), i.e., officers or board members presenting a board resolution.
7. Transparency. PALS agrees to make its financial records available to City for review upon request. As an exclusively volunteer charitable 501 (c) (3) organization, PALS is fiscally accountable to its participating volunteers, as well as the Attorney General. To afford the community the opportunity to become familiar and/or involved with PALS' programs, PALS will conduct one or more community meetings annually to present information about the progress of shelter adoptions, PALS' activities, and opportunities for public participation. City agrees, upon request, to provide PALS with financial information related to all funds contributed by PALS to the City.
8. Term. The term of this Agreement shall commence in August 2007 and shall continue for five years. This Agreement shall be renewable upon agreement by the parties.

9. Mediation. In the event a dispute arises between parties, City and PALS agree to mediate their dispute in good faith, using a mediator(s) or mediation service upon which they agree, each bearing its own costs.
10. Attorney Fees. In the event a dispute arises between the parties and they are unable to resolve it through mediation, the prevailing party to any litigation shall be entitled to all expenses incurred therefore, including reasonable attorney fees.
11. Optional Termination. Either party may terminate this Agreement in writing upon at least 90 days notice. In the event of an early termination, the following shall occur:
- a. City agrees to assume all responsibility for the shelter adoption center, including rent, so long as the building remains on shelter property.
  - b. PALS shall have the option of removing the pet adoption center building, kennels and fixtures that were purchased by or donated to PALS. If PALS exercises the option set forth herein, PALS shall be responsible for all moving costs, maintenance costs and rental cost incurred therefor.
  - c. All promises to perform that are contained in this Agreement shall be void.
12. Indemnity and Insurance.
- a. Indemnification by City. Except to the extent caused by the negligence or intentional misconduct of PALS or of any agent, servant or employee of PALS, City ("Indemnitor") shall, at its sole cost and expense indemnify and hold harmless PALS and all associated, affiliated, allied and subsidiary entities of PALS, now existing or hereinafter created, and their respective officers, boards, employees, agents, attorneys and contractors (hereinafter referred to as "Indemnitees"), from and against:
    - i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witness and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of City, its personnel, employees, agents, contractors or subcontractors on the Premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or

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intangible property, or any other right of any person, firm or corporation.

- b. Indemnification by PALS: Except to the extent caused by the negligence or intentional misconduct of City or of any agent, servant or employee of City, PALS ("indemnitor") shall, at its sole cost and expense, indemnify and hold harmless City and all associated, affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors (hereinafter referred to as "Indemnitees") from and against.
  - i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witness and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of PALS, its personnel, employees, agents, contractors or subcontractors on the Premises, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, or any other right of any person, firm or corporation.
- c. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees for any reason of any matter for which the Indemnitees are indemnified hereunder, Indemnitor shall, upon reasonable prior written notice from any of the Indemnitees, at Indemnitors sole cost and expense, resist and defend the same with legal counsel mutually selected by the parties; in any such matter without written consent, which consent must not be unreasonably withheld, conditioned or delayed, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without prior written consent. The indemnifying party's duty to defend shall begin upon receipt of written notice identifying with specificity the allegations that give rise to this duty to defend and shall be co-extensive with the indemnifying party's indemnification obligation.
- d. Notice, Cooperation and Expenses: Each party must give the other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent either party from

cooperating with the other and participating in the defense of any litigation by its own counsel. However, Indemnitor shall pay all reasonable expenses incurred by Indemnitees in response to any such actions, suites or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any services rendered by Indemnitees' attorney, and the actual reasonable expenses of Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitees in connection with such suits, actions or proceedings but shall not include attorney fees for services that are unnecessarily duplicative of services provided Indemnitees by Indemnitor.

If Indemnitor requests Indemnitee to assist it in such defense, then Indemnitor shall pay all reasonable expenses incurred by Indemnitee in response thereto, including defending itself with regard to any such actions, suites or proceedings. These expenses shall include all reasonable out-of-pocket expenses such as attorney fees and shall include the reasonable expenses of Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed by Indemnitee in connection with such suites, actions or proceedings.

- e. Insurance. During the term of this Agreement, both parties must maintain, or cause to be maintained, in full force and effect at their sole cost and expenses, the following types and limits of insurance:
- i. Workers Compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of one hundred thousand dollars (\$100,000) for each accident.
  - ii. Comprehensive Commercial General Liability insurance with minimum limits of one million dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.
  - iii. All policies other than those for Workers Compensation shall be written on an occurrence and not on a "claims made" basis.
  - iv. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

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- f. Named Insureds: All policies, except for Workers Compensation policies, shall name City and all of its associated, affiliated, allied and subsidiary entities, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder shall contain cross liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against who a claim is or may be made in the same manner. As if separate policies had been insured to each insured hereunder."

- g. Evidence of Insurance. PALS shall file certificates of insurance for each insurance policy required to be obtained in compliance with this paragraph, along with written evidence of payment of required premiums with the City annually during the term of the Agreement. City shall immediately advise PALS of any claim or litigation that may result in liability to PALS. PALS shall immediately advise City of any claim or litigation that may result in liability to City.

- h. Cancellation of Policies of Insurance. PALS' insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

"At least sixty (60) days prior written notice shall be given to City by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Agreement."

- i. Self-Insurance. The City's insurance requirements set forth herein may be satisfied by a self-insurance program that complies with all laws and regulations governing self-insurance.

14. Notices. Except as otherwise provided for in this Agreement to the contrary, all notices, demands and other communications required or contemplated to be given under this Agreement shall be in writing and shall be delivered either by (i) U. S. postage prepaid, Return Receipt Requested, Registered or Certified Mail,

(ii) local or air courier messenger service, (iii) personal delivery, or (iv) facsimile addressed to the party or parties for whom intended at the address shown below or such other address as the intended recipient previously shall have designated by written notice from time to time (provided, however, notice of a change of address or facsimile number shall be effective only upon receipt):

If to City, to: Chief of Police  
Director, Department of Public Works  
P. O. Box 3006  
Lodi, CA 95241  
Fax: (209) 339-0422

If to PALS, to: People Assisting Lodi Shelter  
2414 W. Kettleman Lane  
Suite 210-2207  
Lodi, CA 95242

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
16. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall be waive such rights, but either party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.
17. Miscellaneous.
  - a. PALS and City represent that each, respectively, has full right, power and authority to execute this Agreement.
  - b. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
  - c. This Agreement shall be construed in accordance with the laws of the State of California.



This Agreement was executed as of the date first set forth above and effective as of the date set forth in the introduction above.

CITY OF LODI, a municipal corporation

PEOPLE ASSISTING LODI SHELTER

\_\_\_\_\_  
BLAIR KING  
City Manager

\_\_\_\_\_  
KELLY HIGGS  
President of PALS

Deleted: DENNIS BRADSHAW

Attest:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



## **CITY OF LODI COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Destruction of Certain Citywide Records

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Randi Johl, City Clerk

---

**RECOMMENDED ACTION:** Staff recommends adoption of the proposed resolution authorizing the destruction of certain citywide records in accordance with the Government Code and the City's Records Management Policy.

**BACKGROUND INFORMATION:** Section 34090 of the California Government Code provides for the destruction of certain City records with the approval of the legislative body by resolution and the written consent of the City Attorney. In addition, the City Clerk's office coordinated and compiled a listing of citywide records to be destroyed from the various departments pursuant to the City's Records Management Program and Policy (2007), which specifically provides for the annual destruction of said records in accordance with the Secretary of State's Records Retention Guidelines.

**FISCAL IMPACT:** None

**FUNDING AVAILABLE:** Not applicable.

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Randi Johl  
City Clerk

Attachments

---

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. 2008-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING DESTRUCTION OF CERTAIN CITYWIDE RECORDS

=====

WHEREAS, in accordance with Government Code Section 34090, the City Clerk and City Attorney have filed written consent to the destruction of certain Citywide records as specifically set forth in the attached inventory marked as Exhibit A, and thereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that:

1. The records heretofore identified are no longer required.
2. The Lodi City Council finds that the City Clerk and City Attorney have given written consent to the destruction of the records inventoried on Exhibit A attached hereto and the destruction of those records is hereby authorized.

Dated: March 19, 2008

=====

I hereby certify that Resolution No. 2008-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department Head: Bleig Date: 1/24/07

Consent is hereby given to destroy the above-listed records:

\*City Attorney:  Date: 3/10/08

Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)

# City of Lodi

## **AUTHORITY TO DESTROY OBSOLETE RECORDS**

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

*Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.*

Department: Administration	Date: 1/14/08	Total No. of Pages:	Proposed Destruction Date: TBD
Division: City Attorney	Prepared By: Peggy Nicolini	Signature:	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To) Date files closed	Storage Location	Box No.
Dockter v. City of Lodi	April 21, 2005	City Hall Vault	
Ghandar v. City of Lodi	January 1, 2005	City Hall Vault	
Henson v. City of Lodi	March 11, 2005	City Hall Vault	
Miers v. City of Lodi	May 6, 2005	City Hall Vault	
Lodi Prof. Firefighters v. Col (Occumed Grievance – Wichman & Picazo)	May 9, 2005	City Hall Vault	
Nelson v. City of Lodi	April 12, 2005	City Hall Vault	
Quesada v. COL	April 4, 2005	City Hall Vault	
Smalley v. COL	Feb. 8, 2005	City Hall Vault	
Thalken v. COL	May 5, 2005	City Hall Vault	

Department Head:  Date: Feb 7, 2008

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney:  Date: 2/7/08

Destruction Completed By: \_\_\_\_\_

Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)


*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

## **AUTHORITY TO DESTROY OBSOLETE RECORDS**

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

*Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.*

<b>Department:</b> City Clerk	<b>Date:</b> 1/7/08	<b>Total No. of Pages:</b>	<b>Proposed Destruction Date:</b> TBD
<b>Division:</b> Elections & Operations	<b>Prepared By:</b> Jennifer Perrin & Corina Farnsworth		<b>Signature:</b>
<b>Record Series Title</b> (Same as Retention Schedule)	<b>Dates of Records</b> (From and To)	<b>Storage Location</b>	<b>Box No.</b>
Precinct Lists and Maps from the County Registrar of Voters (NOTE: Originals are maintained by San Joaquin County Registrar of Voters Office)	2005 and prior	City Clerk Vault	
City Council Calendars and City Council/City Clerk Travel	2005 and prior	City Clerk's Office	
City Council and City Clerk's Office general correspondence	2005 and prior	City Clerk's Office	
City Council meeting packets (NOTE: These records have been scanned, indexed, and are accessible in the City's e-records system)	2005 and prior	City Clerk Vault	
Shirtsleeve Session meeting packets (NOTE: These records have been scanned, indexed, and are accessible in the City's e-records system)	2005 and prior	City Clerk Vault	
Notice of Public Hearings	2005 and prior	City Clerk's Office	
Legal Advertising/Proof of Publications	2003 and prior	City Clerk's Vault	
Weed Abatement Files	2005 and prior	City Clerk's Office	
City Council Audio & Video Tapes	2006 and prior	City Clerk's Office	
Administration/Campaign Statements and Conflict of Interest	2002 and prior	City Clerk Vault	
Candidate Statements	2003 and prior	City Clerk Vault	
Nomination Papers	2003 and prior	City Clerk Vault	

Department Head:  Date: 3/10/08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment A – Form 4 (Authority to Destroy Records)

*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Consent is hereby given to destroy the above-listed records:

\*City Attorney:  Date: 3/10/08

Destruction Completed By:

Printed Name	Signature	Date
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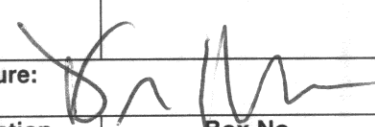
Attachment A – Form 4 (Authority to Destroy Records)

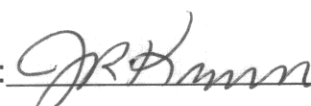
*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

**AUTHORITY TO DESTROY OBSOLETE RECORDS**

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives.  
Documents involved in litigation or pending audit will not be destroyed.

<b>Department:</b> Internal Services	<b>Date:</b> January 30, 2007	<b>Total No. of Pages:</b> 1	<b>Proposed Destruction Date:</b> TBD
<b>Division:</b> Human Resources	<b>Prepared By:</b> Dean Gualco	<b>Signature:</b> 	
<b>Record Series Title</b> (Same as Retention Schedule)	<b>Dates of Records</b> (From and To)	<b>Storage Location</b>	<b>Box No.</b>
Recruitment Examination Files	All files prior to December 31, 2001	Garage 25 E. Pine Street	1-10
Salary Surveys	All files Prior to December 31, 2002	Garage 25 E. Pine Street	12-15
Employment Files (Terminations)	All files prior to December 31, 1994	Garage 25 E. Pine Street	16-20

Department Head:  Date: 3-13-08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

Destruction Completed By: \_\_\_\_\_

Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)

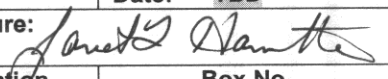
*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*



**AUTHORITY TO DESTROY OBSOLETE RECORDS**

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<b>Department:</b> Administrative Services	<b>Date:</b> January 18, 2008	<b>Total No. of Pages:</b>	<b>Proposed Destruction Date:</b> TBD
<b>Division:</b> HR-Risk Management	<b>Prepared By:</b> Janet Hamilton	<b>Signature:</b>	
<b>Record Series Title</b> (Same as Retention Schedule)	<b>Dates of Records</b> (From and To)	<b>Storage Location</b>	<b>Box No.</b>
General Liability Claim files	1984-2002	Parking Garage	1
General Liability Claim files	1984-2002	Parking Garage	2
General Liability Claim files	1984-2002	Parking Garage	3
General Liability Claim files	1984-2002	Parking Garage	4
General Liability Loss Runs	2005-06	Parking Garage	5
GL Quarterly reports	1999-2003	Parking Garage	6
GL Quarterly reports	1999-2003	Parking Garage	7
GL TPA invoices	2000-02	Parking Garage	8
GL TPA invoices	2000-02	Parking Garage	9
GL trust fund transfers	1998-2001	Parking Garage	10
GL trust fund transfers	1998-2001	Parking Garage	11
Incident Reports	1996-2000	Parking Garage	12
Incident Reports	1996-2000	Parking Garage	13
Incident Reports	1996-2000	Parking Garage	14
Excess Carrier agenda packets		Parking Garage	15
Budget documents		Parking Garage	16
Requests for Residential Refuse Rate Reduction	1992-95	Parking Garage	17
Surveys		Parking Garage	18
Training manuals		Parking Garage	19
Sample misc. policies		Parking Garage	20

Department Head:  Date: 1-24-08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

Attachment A – Form 4 (Authority to Destroy Records)

*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

\*City Attorney:  Date: 3/10/08

Destruction Completed By:

Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)

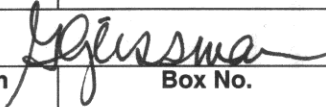
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City of Lodi

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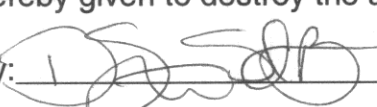
Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

<b>Department:</b> Finance	<b>Date:</b> 1/18/08	<b>Total No. of Pages:</b> 1	<b>Proposed Destruction Date:</b> <b>TBD</b>
<b>Division:</b> Revenue	<b>Prepared By:</b> Gail Glissman	<b>Signature:</b> 	
<b>Record Series Title</b> <b>(Same as Retention Schedule)</b>	<b>Dates of Records</b> <b>(From and To)</b>	<b>Storage Location</b>	<b>Box No.</b>
Business Tax Applications	2002	Finance Basement	
CIS Daily Postings & Journals	July 2001-June 2002	Finance Basement	
Service Orders/Utility Contract	July 1999-June 2002	Finance Basement	
Correspondence	July 2003-June 2004	Finance Basement	
Deposit Refunds	July 2000-June 2002	Finance Basement	
Enforcement Technology Parking Balancing Reports	July 1993-June 2002	Finance Basement	
Lodi Downtown Business Partnership Collections	July 1999-June 2002	Finance Basement	
Miscellaneous Receivables	July 2001-June 2002	Finance Basement	
Returned Checks	July 2002-June 2004	Finance Basement	
Pet License Applications	July 1998-June 2002	Finance Basement	

Department Head:  Date: 1/29/08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney:  Date: 3/19/08

Destruction Completed By: \_\_\_\_\_

Attachment A – Form 4 (Authority to Destroy Records)

*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

---

Printed Name

Signature

Date

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Department: Internal Services	Date: 01-29-08	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Financial Services	Prepared By: Cory Wadlow	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Next Step/Leave Balance	2004-2005	Finance Basement	
Payroll Edit Registers	2004-2005	Finance Basement	
Payroll Journal Detail	2004-2005	Finance Basement	
Payroll Integrity Reports	2004-2005	Finance Basement	
Payroll Voucher Detail	2004-2005	Finance Basement	
Payroll Check Registers	2004-2005	Finance Basement	
Wage Attachment Report	2004-2005	Finance Basement	
Overtime Cards	2003-2004	Finance Basement	
Accounts Payable Final Post	2004-2005	Finance Basement	
Accounts Payable Payment Register	2004-2005	Finance Basement	
Accounts Payable Payment Group	2004-2005	Finance Basement	
Accounts Payable Cash Requirements	2004-2005	Finance Basement	
Accounts Payable Posting Edit	2004-2005	Finance Basement	
Accounts Payable Edit Report	2004-2005	Finance Basement	
Collectors Daily Reports	2004-2005	Finance Basement	
Misc. Journal Entries	2001-2002	Finance Basement	
Wire Transfers	2004	Finance Basement	
Inventory	2003-2005	Finance Basement	

Department Head: Ruby R. Faite Date: 1/29/08

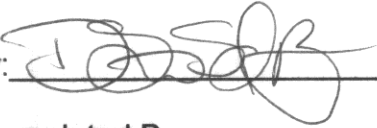
City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

Attachment A – Form 4 (Authority to Destroy Records)

*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

\*City Attorney:  Date: 3/10/09

Destruction Completed By:


Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)

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## **AUTHORITY TO DESTROY OBSOLETE RECORDS**

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department Head:  Date: 1-31-08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney:  Date: 3/19/08

Destruction Completed By: \_\_\_\_\_

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City of Lodi

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Department: <u>Police</u>	Date: <u>1/22/08</u>	Total No. of Pages: <u>80</u>	Proposed Destruction Date: <u>4/15/08</u>
Division: <u>Investigations</u>	Prepared By: <u>J. Taylor</u>	Signature: <u>[Signature]</u>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
<u>Admin/Internal Investigations</u>	<u>+ 5 yrs From closure date</u>	<u>Investigations Lt. Filing cabinet</u>	
<u>Background Investigation (not hired)</u>	<u>+ 2 yrs From closure date</u>	<u>Investigations Lt. Filing cabinet</u>	

Department Head: [Signature] Date: 1-31-08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney: [Signature] Date: 3/10/08

Destruction Completed By: \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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Documents involved in litigation or pending audit will not be destroyed.

Department: <u>Police</u>	Date: <u>1/31/08</u>	Total No. of Pages:	Proposed Destruction Date: <u>4/15/08</u>
Division: <u>Administration</u>	Prepared By: <u>S. Meyers</u>	Signature: <u>S. Meyers</u>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
<u>Background Investigations and Employment Records of previous employees who have left employment with the City (not retirees).</u>	<u>+ 5 yrs from closure date (prior to 2003)</u>	<u>Administration Personnel filing cabinet</u>	
<u>Background Investigations and Employment Records of retired employees who are now deceased.</u>	<u>+ 5 yrs from closure date (prior to 2003)</u>	<u>Administration Personnel filing cabinet</u>	

Department Head: [Signature] Date: 1-31-08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney: [Signature] Date: 3/10/08

Destruction Completed By: \_\_\_\_\_

Printed Name	Signature	Date
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Department: Public Works	Date: 1/30/08	Total No. of Pages: 1 of 4	Proposed Destruction Date: <b>TBD</b>
Division: Municipal Service Center	Prepared By: Michelle N.	Signature: _____	
<b>Record Series Title (Same as Retention Schedule)</b>	<b>Dates of Records (From and To)</b>	<b>Storage Location</b>	<b>Box No.</b>
Human Resources-Non-City Employee-Delta Work Study	1976-1977	MSC Server Rm	94028
Human Resources-Non-City Employee-Manpower	1977	MSC Server Rm	94028
PW Streets – Personnel Data	1970-1975	MSC Server RM	94028
PW Streets - Personnel Data	1976-1979	MSC Server RM	94028
Human Resources- Streets- Annual Perf. Reports	1977-1985	MSC Server Rm	94028
PW Streets – Personnel Data	1979-1981	MSC Server Rm	94028
Human Resources – Streets- Probation Reports	1972-1984	MSC Server Rm	94028
PW Streets – Personnel Data	1981-1983	MSC Server Rm	94028
PW Streets – Personnel Data	1984-1985	MSC Server Rm	94028
PW Streets – Personnel Data	1986-1987	MSC Server Rm	94028
Human Resource – Summer Youth Employees	1981-1982	MSC Server Rm	94028
Human Resource – Summer Laborers	1983-1986	MSC Server Rm	94028
Human Resource – Summer Apps	1981	MSC Server Rm	94028
Human Resource – Summer Youth Employees	1983	MSC Server Rm	94028

Department Head: Wally Sandeen Date: 1/31/08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney: [Signature] Date: 3/16/08

Destruction Completed By: \_\_\_\_\_

Printed Name

Signature

Date

**AUTHORITY TO DESTROY OBSOLETE RECORDS**

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Department: Public Works	Date: 1/30/08	Total No. of Pages: 2 of 4	Proposed Destruction Date: TBD
Division: Municipal Service Center	Prepared By: Michelle N	Signature:	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Human Resource-Personnel Separated Employees	1988-1995	MSC Server Rm	P1
Human Resource-Personnel Separated Employees	1994-1999	MSC Server Rm	P2
Human Resource-Personnel Return to Duty Slips	2004	MSC Server RM	P3
Finance -Purchase Orders	6/1988 -12/1991	MSC Server Rm	PO1
Finance-Purchase Orders	10/1994-6/2001	MSC Server Rm	PO2
Human Resource-Personnel Payroll Cards & Time Sheets	2002-2003	MSC Server Rm	P4

Department Head: Wally Sandeen Date: 1/31/08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney: [Signature] Date: 3/10/08

Destruction Completed By: \_\_\_\_\_

Printed Name	Signature	Date
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Department: Public Works	Date: 1/30/08	Total No. of Pages: 3 of 4	Proposed Destruction Date: TBD
Division: Municipal Service Center	Prepared By: Michelle N.	Signature:	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Finance – Operation Statements	1996	MSC Server RM	94 D
Administration – Hazardous Conditions	1996	MSC Server Rm	94D
Administration - Confidential Claims	1996	MSC Server Rm	94D
Administration - Confidential	1996	MSC Server Rm	94D
Administration – Hazardous Conditions	1995	MSC Server Rm	94D
Administration – Confidential Claims	1995	MSC Server Rm	94D
Administration - Confidential	1995	MSC Server Rm	94D
Finance – Operation Statements	1995	MSC Server Rm	94D
Finance-Claims	July – Dec. 1996	MSC Server Rm	94D
Finance – Special Allocations	1992-1993	MSC Server Rm	94D
PW Streets-Central California Traction	1993	MSC Server Rm	94D
PW Streets-Southern Pacific Railroad	1993	MSC Server Rm	94D

Department Head: Wally Sandeen Date: 1/30/08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney: [Signature] Date: 3/10/08

Destruction Completed By: \_\_\_\_\_

Printed Name

Signature

Date

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Division: Municipal Service Center	Prepared By: Michelle N.	Signature:	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Personnel-Employee Time Sheets	1994-2002	MSC Server Room	---
PW Streets-Landscaping	1992-1995	MSC Server Room	---
Finance-Transfer of Charges	1994	MSC Server Room	---
Finance-Receipts	1992	MSC Server Room	---
Finance-Receipts	1994-1998	MSC Server Room	---
Finance-Trans. Analysis Reports	2001	MSC Server Room	---
Public Works-Inventory	1994-1995	MSC Server Room	---
Finance - Accounts Payable	1989-1990	MSC Server Room	---
Public Works - Reports	2002	MSC Server Room	---
Finance - Accounts Payable	1989-1991	MSC Server Room	---
Finance - Accounts Payable	1989/1990-11/1994	MSC Server Room	---
Finance - Accounts Payable	7/1994-6/1989	MSC Server Room	---
Public Works - Inventory	1997, 1998, & 1999	MSC Server Room	---

Department Head: Wally Sanchez Date: 1/31/08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney: [Signature] Date: 3/10/08

Destruction Completed By: \_\_\_\_\_

Printed Name

Signature

Date

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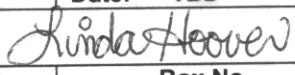
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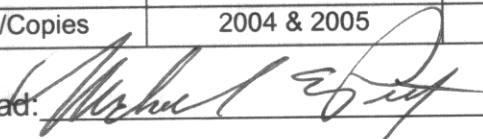
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Department: Fire	Date: 1/9/2008	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Administration	Prepared By: Linda Hoover	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Acct's. Payable Invoices/Copies	2005	Fire Admin.	1
Claim Vouchers/Copies	2003/2004 2004/2005	Fire Admin.	3
Correspondence	2004/2005	Fire Admin.	3
Expendable Trust/Copies	2003/2004 2004/2005	Fire Admin.	3
Expenditure/Transaction Analysis Reports/Copies	2003/2004 2004/2005	Fire Admin.	2
FLSA/Copies	2003/2004 2004/2005	Fire Admin.	3
Leave Balances/Copies	7/7/2003 – 7/3/2005	Fire Admin.	3
Minutes/Copies	7/2003 – 6/2005	Fire Admin.	3
Performance Incentive Bonus/Copies	2004	Fire Admin.	3
Purchase Orders/Copies	2003/2004 2004/2005	Fire Admin.	3
Strike Team Reimbursements	1999 – 2004	Fire Admin.	3
Supply Order Requests/Copies	2005/2006	Fire Admin.	2
Time-Off Requests	2004 & 2005	Fire Admin.	2
Uniform Allowance/Copies	2004 & 2005	Fire Admin.	3

Department Head:



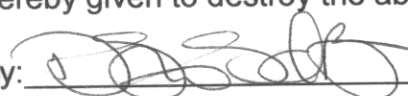
Date: 1/09/08

City Clerk:

Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney:



Date: 3/10/08

Destruction Completed By:

Printed Name

Signature

Date

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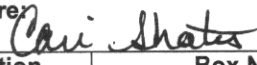
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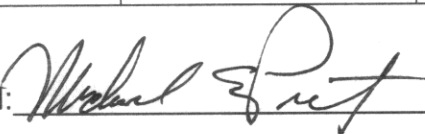
City of Lodi

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Department: Fire	Date: 1/09/08	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Prevention	Prepared By: Cari Shates	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Permit Fees Deposit receipts	8/2005 – 12/2005	Fire Admin	1
Apartment Inspection logs	2004 – 2005	Fire Admin	1
Utility Authorization	2004 - 2005	Fire Admin	1
Letters of Transmittal	2005 – 2005	Fire Admin	1
Request for inspection	2004 – 2005	Fire Admin	1
Fire Works Permits	2003 - 2004	Fire Admin	1
Tank Removal Permits	2003 - 2004	Fire Admin	1
Candle permits	2004 – 2005	Fire Admin	1
Knox Box Auth. Forms	2004 – 2005	Fire Admin	1
Weed Abatement	2000 – 2005	Fire Admin	2

Department Head:  Date: 1/09/08

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Consent is hereby given to destroy the above-listed records:

\*City Attorney:  Date: 3/10/08

Destruction Completed By: \_\_\_\_\_

Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)

*\*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*



## **Comments by the public on non-agenda items**

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**Comments by the City Council Members on non-agenda items**



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Public Hearing to Consider Resolution Approving New Rates for Solid Waste Collection

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Conduct a public hearing to consider a resolution approving new rates for solid waste collection.

**BACKGROUND INFORMATION:** As a part of the franchise agreement with Central Valley Waste Services (CVWS), rates for solid waste collection are to be adjusted annually. Section 7c of the franchise agreement states that starting April 1, 2005, rates shall be adjusted in a percentage amount equal to 80% of the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California area, All Items (1982-84=100). The percent increase in rates based on the CPI change is 3.074%. Section 7f of the franchise agreement also states that the contractor may request additional increases due to extraordinary increases in fuel and landfill costs. Central Valley Waste Services is asking for an additional increase in rates for increased disposal and fuel costs.

The total rate increase requested by CVWS is 3.523% (or \$0.75 per month for a 38-gallon service). Staff has reviewed the proposed rate increase and concurs with the CVWS request. Attached are the new rates for solid waste removal services as requested by Central Valley Waste Services.

**FISCAL IMPACT:** Yearly increase is mandated by contract.

**FUNDING AVAILABLE:** None required. If approved, the new rates will be implemented by the City starting April 1, 2008.

\_\_\_\_\_  
Richard C. Prima, Jr.  
Public Works Director

Prepared by Rebecca Areida, Management Analyst

RCP/RA/pmf

Attachment

cc: Central Valley Waste Services  
Steve Mann, Information Systems Division Manager

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

RESOLUTION NO. 2008-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY  
COUNCIL APPROVING NEW RATES FOR  
SOLID WASTE COLLECTION

=====

WHEREAS, pursuant to Lodi Municipal Code Chapter 13.16.110 (Ordinance No. 1709), the schedule of rates for solid waste collection shall be established and adopted by the City Council from time to time by Resolution; and

WHEREAS, pursuant to Lodi Municipal Code Chapter 13.16 – Solid Waste – as it relates to solid waste collection, new monthly rates are hereby established, as more fully shown on Exhibits A, B, and C attached hereto, which is incorporated by reference as if fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED that all of the rate schedules attached marked Exhibit A, B, and C shall be effective on all bills which are prepared on or after April 1, 2008; and

BE IT FURTHER RESOLVED that, following adoption, this Resolution shall be published one time in the “Lodi News Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi.

Dated: March 19, 2008

=====

I hereby certify that Resolution No. 2008-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2008-\_\_\_\_\_

**CITY OF LODI**  
**MULTI-CART CURBSIDE REFUSE RATES**  
**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

	Current Rate Per Month	New Rate Per Month
<b><u>1. 38 GALLON REFUSE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 21.19	\$ 21.94
2 Refuse Carts	\$ 52.94	\$ 54.80
3 Refuse Carts	\$ 84.71	\$ 87.69
4 Refuse Carts	\$ 116.50	\$ 120.60
<b><u>2. 64 GALLON REFUSE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 31.86	\$ 32.99
2 Refuse Carts	\$ 79.63	\$ 82.44
3 Refuse Carts	\$ 127.40	\$ 131.89
<b><u>3. 96 GALLON WASTE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 69.48	\$ 71.93
2 Refuse Carts	\$ 138.97	\$ 143.87
3 Refuse Carts	\$ 208.46	\$ 215.80
<b><u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u></b>		
Monthly rate is reduced one (1) dollar from above base rates	\$ (1.00)	\$ (1.00)
<b><u>5. LOW VOLUME USER 1X PER WEEK****</u></b>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 14.42	\$ 14.92
<b><u>6. ADDITIONAL 64 GALLON RECYCLING CARTS</u></b>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 11.43	\$ 11.83
<b><u>7. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u></b>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$ 11.43	\$ 11.83
<b><u>8. BACK YARD SERVICE****</u></b>		
Monthly service charge	\$ 11.73	\$ 12.14
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

\*\*\*\*Applies to Single Family Dwellings Only

k:\wp\solid waste\lodi\_rate\_increase\_2008\_cpi\_valuer...

**CITY OF LODI**  
**CONTAINER RATES**  
**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

**WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 114.64	\$ 213.29	\$ 488.72	\$ 881.99	\$ 1,393.14	\$ 2,022.12
2	\$ 182.15	\$ 332.32	\$ 694.60	\$ 1,198.34	\$ 1,843.49	\$ 2,630.04
3	\$ 249.64	\$ 451.33	\$ 900.50	\$ 1,514.68	\$ 2,293.81	\$ 3,237.95
4	\$ 317.12	\$ 570.34	\$ 1,106.37	\$ 1,830.98	\$ 2,744.14	\$ 3,845.90
5	\$ 384.64	\$ 689.35	\$ 1,312.26	\$ 2,147.33	\$ 3,194.51	\$ 4,453.81
6	\$ 452.14	\$ 808.36	\$ 1,518.14	\$ 2,463.67	\$ 3,644.83	\$ 5,061.72
7	\$ 519.63	\$ 927.40	\$ 1,724.05	\$ 2,779.99	\$ 4,095.18	\$ 5,669.66
8	\$ 587.12	\$ 1,046.40	\$ 1,929.94	\$ 3,096.28	\$ 4,545.51	\$ 6,277.59
9	\$ 654.63	\$ 1,165.43	\$ 2,135.82	\$ 3,412.64	\$ 4,995.87	\$ 6,885.51
10	\$ 722.15	\$ 1,284.43	\$ 2,341.70	\$ 3,728.96	\$ 5,446.20	\$ 7,493.40

**WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 167.04	\$ 314.85	\$ 651.54	\$ 1,114.11	\$ 1,702.60	\$ 2,416.98
2	\$ 283.68	\$ 529.01	\$ 1,000.90	\$ 1,623.93	\$ 2,397.99	\$ 3,323.19
3	\$ 400.35	\$ 743.13	\$ 1,350.33	\$ 2,133.74	\$ 3,093.41	\$ 4,229.38
4	\$ 516.98	\$ 957.30	\$ 1,699.69	\$ 2,643.54	\$ 3,788.84	\$ 5,135.59
5	\$ 633.66	\$ 1,171.38	\$ 2,049.07	\$ 3,153.36	\$ 4,484.24	\$ 6,041.78
6	\$ 750.32	\$ 1,385.56	\$ 2,398.41	\$ 3,663.17	\$ 5,179.68	\$ 6,947.98
7	\$ 867.00	\$ 1,599.69	\$ 2,747.84	\$ 4,172.98	\$ 5,875.07	\$ 7,854.16
8	\$ 983.64	\$ 1,813.83	\$ 3,097.23	\$ 4,682.77	\$ 6,570.49	\$ 8,760.36
9	\$ 1,100.31	\$ 2,027.97	\$ 3,446.60	\$ 5,192.59	\$ 7,265.11	\$ 9,666.56
10	\$ 1,216.96	\$ 2,242.09	\$ 3,795.99	\$ 5,702.38	\$ 7,962.50	\$ 10,572.75

**CITY OF LODI**  
**CONTAINER RATES**  
**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

**WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 212.66	\$ 402.94	\$ 782.05	\$ 1,287.07	\$ 1,917.99	\$ 2,674.81
2	\$ 374.96	\$ 705.15	\$ 1,261.97	\$ 1,969.83	\$ 2,828.80	\$ 3,838.87
3	\$ 537.25	\$ 1,007.39	\$ 1,741.86	\$ 2,652.62	\$ 3,739.62	\$ 5,002.91
4	\$ 699.53	\$ 1,309.57	\$ 2,221.74	\$ 3,335.38	\$ 4,650.45	\$ 6,166.96
5	\$ 861.83	\$ 1,611.80	\$ 2,701.67	\$ 4,018.19	\$ 5,561.31	\$ 7,331.00
6	\$ 1,024.15	\$ 1,913.98	\$ 3,181.56	\$ 4,700.93	\$ 6,472.09	\$ 8,495.05
7	\$ 1,186.41	\$ 2,215.84	\$ 3,661.47	\$ 5,383.70	\$ 7,382.89	\$ 9,659.11
8	\$ 1,348.70	\$ 2,518.40	\$ 4,141.37	\$ 6,066.48	\$ 8,293.75	\$ 10,823.16
9	\$ 1,511.00	\$ 2,820.64	\$ 4,621.30	\$ 6,749.24	\$ 9,204.55	\$ 11,987.21
10	\$ 1,673.30	\$ 3,122.85	\$ 5,101.18	\$ 7,432.02	\$ 10,115.35	\$ 13,151.23

**WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 258.31	\$ 491.02	\$ 912.59	\$ 1,460.07	\$ 2,133.42	\$ 2,932.68
2	\$ 466.23	\$ 881.31	\$ 1,523.01	\$ 2,315.78	\$ 3,259.65	\$ 4,354.59
3	\$ 674.17	\$ 1,271.64	\$ 2,133.45	\$ 3,171.56	\$ 4,385.88	\$ 5,776.51
4	\$ 882.10	\$ 1,661.94	\$ 2,743.89	\$ 4,027.31	\$ 5,512.14	\$ 7,198.38
5	\$ 1,090.03	\$ 2,052.22	\$ 3,354.31	\$ 4,883.04	\$ 6,638.39	\$ 8,620.32
6	\$ 1,297.98	\$ 2,442.53	\$ 3,964.76	\$ 5,738.79	\$ 7,764.59	\$ 10,042.21
7	\$ 1,505.94	\$ 2,832.86	\$ 4,575.21	\$ 6,594.54	\$ 8,890.82	\$ 11,464.12
8	\$ 1,713.89	\$ 3,223.15	\$ 5,185.62	\$ 7,450.26	\$ 10,017.07	\$ 12,886.03
9	\$ 1,921.81	\$ 3,613.45	\$ 5,796.05	\$ 8,306.03	\$ 11,143.32	\$ 14,307.94
10	\$ 2,129.77	\$ 4,003.75	\$ 6,406.47	\$ 9,161.75	\$ 12,269.55	\$ 15,729.85

**CITY OF LODI**  
**CONTAINER RATES**  
**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

**WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 303.95	\$ 579.12	\$ 1,043.13	\$ 1,633.01	\$ 2,348.84	\$ 3,190.53
2	\$ 557.53	\$ 1,057.48	\$ 1,784.11	\$ 2,661.76	\$ 3,690.47	\$ 4,870.28
3	\$ 811.09	\$ 1,535.88	\$ 2,525.06	\$ 3,690.45	\$ 5,032.14	\$ 6,550.09
4	\$ 1,064.68	\$ 2,014.27	\$ 3,266.02	\$ 4,719.19	\$ 6,373.78	\$ 8,229.86
5	\$ 1,318.30	\$ 2,492.68	\$ 4,006.96	\$ 5,747.91	\$ 7,715.43	\$ 9,909.63
6	\$ 1,571.84	\$ 2,971.05	\$ 4,747.95	\$ 6,776.62	\$ 9,057.11	\$ 11,589.37
7	\$ 1,825.47	\$ 3,449.43	\$ 5,488.91	\$ 7,805.35	\$ 10,398.76	\$ 13,269.12
8	\$ 2,079.03	\$ 3,927.82	\$ 6,229.87	\$ 8,834.07	\$ 11,740.39	\$ 14,948.91
9	\$ 2,332.63	\$ 4,406.23	\$ 6,970.82	\$ 9,862.78	\$ 13,082.06	\$ 16,628.68
10	\$ 2,586.21	\$ 4,884.62	\$ 7,711.79	\$ 10,891.50	\$ 14,423.69	\$ 18,308.45

**WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 349.56	\$ 667.18	\$ 1,173.66	\$ 1,805.99	\$ 2,564.25	\$ 3,448.41
2	\$ 648.79	\$ 1,233.66	\$ 2,045.13	\$ 3,007.68	\$ 4,121.31	\$ 5,386.00
3	\$ 948.01	\$ 1,800.10	\$ 2,916.63	\$ 4,209.36	\$ 5,678.34	\$ 7,323.65
4	\$ 1,247.24	\$ 2,366.58	\$ 3,788.07	\$ 5,411.03	\$ 7,235.43	\$ 9,261.24
5	\$ 1,546.45	\$ 2,933.02	\$ 4,659.57	\$ 6,612.72	\$ 8,792.47	\$ 11,198.86
6	\$ 1,845.65	\$ 3,499.53	\$ 5,531.07	\$ 7,814.41	\$ 10,349.53	\$ 13,136.48
7	\$ 2,144.88	\$ 4,066.00	\$ 6,402.53	\$ 9,016.08	\$ 11,906.60	\$ 15,074.10
8	\$ 2,444.08	\$ 4,632.46	\$ 7,274.02	\$ 10,217.76	\$ 13,463.63	\$ 17,011.70
9	\$ 2,743.31	\$ 5,198.90	\$ 8,145.52	\$ 11,419.45	\$ 15,020.71	\$ 18,949.32
10	\$ 3,042.56	\$ 5,765.37	\$ 9,016.99	\$ 12,621.12	\$ 16,577.77	\$ 20,886.96



**CITY OF LODI**  
**10 TO 50 CUBIC YARD CONTAINERS**  
**RATE STRUCTURE**

**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

	<b>CURRENT RATES</b>	<b>NEW RATES</b>
<b><u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u></b>		
1. Drop-off and Pick-up Charge Per Box	\$ 146.91	\$ 152.09
2. Weighed Tons Disposed/Box X Processing Charge	\$ 33.08	\$ 34.25
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)		

<b><u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u></b>		
1. Drop/off/Pick-up Charge Per Box	\$ 186.44	\$ 193.01
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 33.08	\$ 34.25
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)		



***Please immediately confirm receipt  
of this fax by calling 333-6702***

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING  
NEW RATES FOR SOLID WASTE COLLECTION**

**PUBLISH DATE: SATURDAY, FEBRUARY 23, 2008  
SATURDAY, MARCH 8, 2008**


**LEGAL AD**

**TEAR SHEETS WANTED: One (1) please**

**SEND AFFIDAVIT AND BILL TO:** RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** THURSDAY, FEBRUARY 21, 2008

**ORDERED BY:** RANDI JOHL  
CITY CLERK

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS Faxed to the Sentinel at 369-1084 at 2:45pm (time) on 2/21/08 (date) 7 (pages)  
Phoned to confirm receipt of all pages at \_\_\_\_\_ (time) \_\_\_\_\_ JLT \_\_\_\_\_ DRC \_\_\_\_\_ JMP (initials)



## **DECLARATION OF POSTING**

### **PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING NEW RATES FOR SOLID WASTE COLLECTION**

On Friday, February 22, 2008, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution approving new rates for solid waste collection (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 22, 2008, at Lodi, California.

ORDERED BY:

**RANDI JOHL  
CITY CLERK**

  
JENNIFER M. PERRIN, CMC  
DEPUTY CITY CLERK

\_\_\_\_\_  
ADMINISTRATIVE CLERK



## CITY OF LODI

Carnegie Forum  
305 West Pine Street, Lodi

## NOTICE OF PUBLIC HEARING

Date: March 19, 2008

Time: 7:00 p.m.

For information regarding this notice please contact:

**Randi Johl**

**City Clerk**

**Telephone: (209) 333-6702**

**EXHIBIT A**

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on **Wednesday, March 19, 2008**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Resolution approving new rates for solid waste collection (as identified on the attached Exhibit A).

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2<sup>nd</sup> Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

By Order of the Lodi City Council:

Randi Johl  
City Clerk

**Dated: February 20, 2008**

Approved as to form:

D. Stephen Schwabauer  
City Attorney

**CITY OF LODI**  
**MULTI-CART CURBSIDE REFUSE RATES**  
**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

	Current Rate Per Month	New Rate Per Month
<b><u>1. 38 GALLON REFUSE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 21.19	\$ 21.94
2 Refuse Carts	\$ 52.94	\$ 54.80
3 Refuse Carts	\$ 84.71	\$ 87.69
4 Refuse Carts	\$ 116.50	\$ 120.60
<b><u>2. 64 GALLON REFUSE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 31.86	\$ 32.99
2 Refuse Carts	\$ 79.63	\$ 82.44
3 Refuse Carts	\$ 127.40	\$ 131.89
<b><u>3. 96 GALLON WASTE CART 1X PER WEEK</u></b>		
1 Refuse Cart	\$ 69.48	\$ 71.93
2 Refuse Carts	\$ 138.97	\$ 143.87
3 Refuse Carts	\$ 208.46	\$ 215.80
<b><u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u></b>		
Monthly rate is reduced one (1) dollar from above base rates	\$ (1.00)	\$ (1.00)
<b><u>5. LOW VOLUME USER 1X PER WEEK</u></b>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 14.42	\$ 14.92
<b><u>6. LOW INCOME USER 1X PER WEEK</u></b>		
20 Gallon Refuse Cart	\$ 9.19	\$ 9.51
38 Gallon Refuse Cart	\$ 11.48	\$ 11.88
<b><u>7. ADDITIONAL 64 GALLON RECYCLING CARTS</u></b>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 11.43	\$ 11.83
<b><u>8. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u></b>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$ 11.43	\$ 11.83
<b><u>9. BACK YARD SERVICE</u></b>		
Monthly service charge	\$ 11.73	\$ 12.14
Qualified Disabled	No Add'l Charge	No Add'l Charge

**CITY OF LODI**  
**CONTAINER RATES**  
**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

**WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 114.64	\$ 213.29	\$ 488.72	\$ 881.99	\$ 1,393.14	\$ 2,022.12
2	\$ 182.15	\$ 332.32	\$ 694.60	\$ 1,198.34	\$ 1,843.49	\$ 2,630.04
3	\$ 249.64	\$ 451.33	\$ 900.50	\$ 1,514.68	\$ 2,293.81	\$ 3,237.95
4	\$ 317.12	\$ 570.34	\$ 1,106.37	\$ 1,830.98	\$ 2,744.14	\$ 3,845.90
5	\$ 384.64	\$ 689.35	\$ 1,312.26	\$ 2,147.33	\$ 3,194.51	\$ 4,453.81
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7	\$ 519.63	\$ 927.40	\$ 1,724.05	\$ 2,779.99	\$ 4,095.18	\$ 5,669.66
8	\$ 587.12	\$ 1,046.40	\$ 1,929.94	\$ 3,096.28	\$ 4,545.51	\$ 6,277.59
9	\$ 654.63	\$ 1,165.43	\$ 2,135.82	\$ 3,412.64	\$ 4,995.87	\$ 6,885.51
10	\$ 722.15	\$ 1,284.43	\$ 2,341.70	\$ 3,728.96	\$ 5,446.20	\$ 7,493.40

**WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 167.04	\$ 314.85	\$ 651.54	\$ 1,114.11	\$ 1,702.60	\$ 2,416.98
2	\$ 283.68	\$ 529.01	\$ 1,000.90	\$ 1,623.93	\$ 2,397.99	\$ 3,323.19
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4	\$ 516.98	\$ 957.30	\$ 1,699.69	\$ 2,643.54	\$ 3,788.84	\$ 5,135.59
5	\$ 633.66	\$ 1,171.38	\$ 2,049.07	\$ 3,153.36	\$ 4,484.24	\$ 6,041.78
6	\$ 750.32	\$ 1,385.56	\$ 2,398.41	\$ 3,663.17	\$ 5,179.68	\$ 6,947.98
7	\$ 867.00	\$ 1,599.69	\$ 2,747.84	\$ 4,172.98	\$ 5,875.07	\$ 7,854.16
8	\$ 983.64	\$ 1,813.83	\$ 3,097.23	\$ 4,682.77	\$ 6,570.49	\$ 8,760.36
9	\$ 1,100.31	\$ 2,027.97	\$ 3,446.60	\$ 5,192.59	\$ 7,265.11	\$ 9,666.56
10	\$ 1,216.96	\$ 2,242.09	\$ 3,795.99	\$ 5,702.38	\$ 7,962.50	\$ 10,572.75

**CITY OF LODI**  
**CONTAINER RATES**

**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

**WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 212.66	\$ 402.94	\$ 782.05	\$ 1,287.07	\$ 1,917.99	\$ 2,674.81
2	\$ 374.96	\$ 705.15	\$ 1,261.97	\$ 1,969.83	\$ 2,828.80	\$ 3,838.87
3	\$ 537.25	\$ 1,007.39	\$ 1,741.86	\$ 2,652.62	\$ 3,739.62	\$ 5,002.91
4	\$ 699.53	\$ 1,309.57	\$ 2,221.74	\$ 3,335.38	\$ 4,650.45	\$ 6,166.96
5	\$ 861.83	\$ 1,611.80	\$ 2,701.67	\$ 4,018.19	\$ 5,561.31	\$ 7,331.00
6	\$ 1,024.15	\$ 1,913.98	\$ 3,181.56	\$ 4,700.93	\$ 6,472.09	\$ 8,495.05
7	\$ 1,186.41	\$ 2,215.84	\$ 3,661.47	\$ 5,383.70	\$ 7,382.89	\$ 9,659.11
8	\$ 1,348.70	\$ 2,518.40	\$ 4,141.37	\$ 6,066.48	\$ 8,293.75	\$ 10,823.16
9	\$ 1,511.00	\$ 2,820.64	\$ 4,621.30	\$ 6,749.24	\$ 9,204.55	\$ 11,987.21
10	\$ 1,673.30	\$ 3,122.85	\$ 5,101.18	\$ 7,432.02	\$ 10,115.35	\$ 13,151.23

**WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 258.31	\$ 491.02	\$ 912.59	\$ 1,460.07	\$ 2,133.42	\$ 2,932.68
2	\$ 466.23	\$ 881.31	\$ 1,523.01	\$ 2,315.78	\$ 3,259.65	\$ 4,354.59
3	\$ 674.17	\$ 1,271.64	\$ 2,133.45	\$ 3,171.56	\$ 4,385.88	\$ 5,776.51
4	\$ 882.10	\$ 1,661.94	\$ 2,743.89	\$ 4,027.31	\$ 5,512.14	\$ 7,198.38
5	\$ 1,090.03	\$ 2,052.22	\$ 3,354.31	\$ 4,883.04	\$ 6,638.39	\$ 8,620.32
6	\$ 1,297.98	\$ 2,442.53	\$ 3,964.76	\$ 5,738.79	\$ 7,764.59	\$ 10,042.21
7	\$ 1,505.94	\$ 2,832.86	\$ 4,575.21	\$ 6,594.54	\$ 8,890.82	\$ 11,464.12
8	\$ 1,713.89	\$ 3,223.15	\$ 5,185.62	\$ 7,450.26	\$ 10,017.07	\$ 12,886.03
9	\$ 1,921.81	\$ 3,613.45	\$ 5,796.05	\$ 8,306.03	\$ 11,143.32	\$ 14,307.94
10	\$ 2,129.77	\$ 4,003.75	\$ 6,406.47	\$ 9,161.75	\$ 12,269.55	\$ 15,729.85

**CITY OF LODI**  
**CONTAINER RATES**  
**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

**WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 303.95	\$ 579.12	\$ 1,043.13	\$ 1,633.01	\$ 2,348.84	\$ 3,190.53
2	\$ 557.53	\$ 1,057.48	\$ 1,784.11	\$ 2,661.76	\$ 3,690.47	\$ 4,870.28
3	\$ 811.09	\$ 1,535.88	\$ 2,525.06	\$ 3,690.45	\$ 5,032.14	\$ 6,550.09
4	\$ 1,064.68	\$ 2,014.27	\$ 3,266.02	\$ 4,719.19	\$ 6,373.78	\$ 8,229.86
5	\$ 1,318.30	\$ 2,492.68	\$ 4,006.96	\$ 5,747.91	\$ 7,715.43	\$ 9,909.63
6	\$ 1,571.84	\$ 2,971.05	\$ 4,747.95	\$ 6,776.62	\$ 9,057.11	\$ 11,589.37
7	\$ 1,825.47	\$ 3,449.43	\$ 5,488.91	\$ 7,805.35	\$ 10,398.76	\$ 13,269.12
8	\$ 2,079.03	\$ 3,927.82	\$ 6,229.87	\$ 8,834.07	\$ 11,740.39	\$ 14,948.91
9	\$ 2,332.63	\$ 4,406.23	\$ 6,970.82	\$ 9,862.78	\$ 13,082.06	\$ 16,628.68
10	\$ 2,586.21	\$ 4,884.62	\$ 7,711.79	\$ 10,891.50	\$ 14,423.69	\$ 18,308.45

**WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER**

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 349.56	\$ 667.18	\$ 1,173.66	\$ 1,805.99	\$ 2,564.25	\$ 3,448.41
2	\$ 648.79	\$ 1,233.66	\$ 2,045.13	\$ 3,007.68	\$ 4,121.31	\$ 5,386.00
3	\$ 948.01	\$ 1,800.10	\$ 2,916.63	\$ 4,209.36	\$ 5,678.34	\$ 7,323.65
4	\$ 1,247.24	\$ 2,366.58	\$ 3,788.07	\$ 5,411.03	\$ 7,235.43	\$ 9,261.24
5	\$ 1,546.45	\$ 2,933.02	\$ 4,659.57	\$ 6,612.72	\$ 8,792.47	\$ 11,198.86
6	\$ 1,845.65	\$ 3,499.53	\$ 5,531.07	\$ 7,814.41	\$ 10,349.53	\$ 13,136.48
7	\$ 2,144.88	\$ 4,066.00	\$ 6,402.53	\$ 9,016.08	\$ 11,906.60	\$ 15,074.10
8	\$ 2,444.08	\$ 4,632.46	\$ 7,274.02	\$ 10,217.76	\$ 13,463.63	\$ 17,011.70
9	\$ 2,743.31	\$ 5,198.90	\$ 8,145.52	\$ 11,419.45	\$ 15,020.71	\$ 18,949.32
10	\$ 3,042.56	\$ 5,765.37	\$ 9,016.99	\$ 12,621.12	\$ 16,577.77	\$ 20,886.96



**CITY OF LODI**  
**10 TO 50 CUBIC YARD CONTAINERS**  
**RATE STRUCTURE**

**EFFECTIVE APRIL 1, 2008 THROUGH MARCH 31, 2009**

**PERMANENT HIGH FREQUENCY ROLL-OFF RATES**

1. Drop-off and Pick-up Charge Per Box
2. Weighed Tons Disposed/Box X Processing Charge
3. Franchise Fee (4.8% of 1+2)

TOTAL BILL (1+2+3)

CURRENT RATES	NEW RATES
\$ 146.91	\$ 152.09
\$ 33.08	\$ 34.25
\$ -	\$ -

**ONE-TIME TEMPORARY USER ROLL-OFF RATES**

1. Drop/off/Pick-up Charge Per Box
2. Tons Disposed/Box X Processing Charge  
(Average of five (5) tons charged per Box)
3. Franchise Fee (4.8% of 1+2)

TOTAL BILL (1+2+3)

\$ 186.44	\$ 193.01
\$ 33.08	\$ 34.25
\$ -	\$ -



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Appointments to the Greater Lodi Area Youth Commission (Adult Advisor), Lodi Budget/Finance Committee, Lodi Improvement Committee, and Senior Citizens Commission

**MEETING DATE:** March 19, 2008

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointments to the Greater Lodi Area Youth Commission (Adult Advisor), Lodi Budget/Finance Committee, Lodi Improvement Committee, and Senior Citizens Commission.

**BACKGROUND INFORMATION:** On February 6, 2008, the City Clerk's Office was directed to post for various expiring terms and vacancies. The Mayor has reviewed the applications and made her selection. Further, the Lodi Unified School District representative on the Greater Lodi Area Youth Commission has changed and it is necessary to appoint a replacement representative. It is, therefore, recommended that the City Council concur with the following appointments.

### **Greater Lodi Area Youth Commission**

*Adult Advisor:*

Richard Jones, LUSD rep. Term to expire May 31, 2011

### **Lodi Budget/Finance Committee**

Jane Lea Term to expire June 30, 2009

NOTE: One applicant (one new application);  
application deadline 3/10/08

### **Lodi Improvement Committee**

Reyes Jaramillo Term to expire March 1, 2011

Rosie Ortiz Term to expire March 1, 2011

Virginia Snyder Term to expire March 1, 2011

NOTE: Five applicants (one seeking reappointment, two new applications, and two on file);  
application deadline 3/10/08

### **Senior Citizens Commission**

Suzanne Schultz Term to expire December 31, 2012

NOTE: One applicant (one application on file);  
application deadline 3/10/08

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

RJ/JMP

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED: \_\_\_\_\_  
Blair King, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Direct the City Manager to prepare and send a letter to the San Joaquin County Council of Governments on the draft methodology for the Regional Housing Needs Allocation process.

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** Direct the City Manager to prepare and send a letter to the San Joaquin County Council of Governments on the draft methodology for the Regional Housing Needs Allocation process.

**BACKGROUND INFORMATION:** The City Council held a Shirtsleeve meeting on March 4, 2008 and received a report on the San Joaquin County Council of Governments (SJCOG) Regional Housing Needs Allocation (RHNA) process. There was significant discussion concerning the process and the draft methodology used by the SJCOG to distribute the housing need allocations to jurisdictions. It was noted that the draft methodology public comment period is from February 1, 2008 through April 9, 2008.

City Council members indicated a desire to make comments on the draft methodology. Items of concern included placing a greater emphasis on existing households and household growth, more than the 50% proposed in the draft methodology. Another concern was to get more accurate data on the existing and projected jobs per jurisdiction.

### **RECOMMENDED COMMENTS:**

Comments to be included in the letter to SJCOG on the RHNA methodology include the following:

#### **A. Existing Households and Household Projections per jurisdiction:**

It is recommended that instead of a 50% weighting of household factors, a 65% weighting be provided. Existing and projected household data is readily available and reasonably accurate. Further, housing projections represent the most accurate potential for new housing and the most feasible opportunity to provide housing needs.

#### **B. Jobs and Job Projections per jurisdiction:**

With an increase in the weighting of the household factors to 65%, the job factor should be reduced to 35%. Job data is very difficult to obtain on a jurisdiction level, for both existing and projected conditions. The methodology weighting should recognize this data limitation by de-emphasizing its weight.

#### **C. Source of Job Data:**

Seek a source of the job data other than from the Regional Transportation Plan. The current source of the job data per jurisdiction is from the Regional Transportation Plan. The job data in this Plan was

APPROVED: \_\_\_\_\_  
Blair King, City Manager

estimated for the purpose of determining current transportation needs and future demands. This purpose has the tendency to over-project jobs for economic development and infrastructure needs. This purpose is incompatible with the RHNA purpose of seeking to achieve some measure of job – housing balance. A source of jobs by jurisdiction that is based on actual jobs and is statistically focused on these actual jobs and projected job growth is needed.

D. Other Comments:

The Council may wish to articulate other comments regarding the draft methodology that they wish to express to SJCOG.

If SJCOG were to accept the proposed methodology it would result in a more balanced approach and reduce Lodi's allocation of 4,830 housing units. However, only SJCOG is capable of running the allocation formula and Lodi's exact allocation is unknown under the proposed formula. Also, the revised methodology does not address the allocation of Very Low and Low housing units.

**FISCAL IMPACT:** No direct impact associated with methodological changes to the RHNA process.

**FUNDING AVAILABLE:** N/A

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Randy Hatch  
Community Development Director

Attachments

# Proposed

## Year 2007 - 2014 RHNA by Income Category

	Very Low	Low	Moderate	Above Moderate	TOTALS	Percentage	Difference from Previous Allocation
Escalon	107	68	84	220	480	1%	0%
Lathrop	172	130	177	463	941	2%	0%
Lodi	1,184	794	889	1,963	4,830	13%	2%
Manteca	648	484	628	1,390	3,150	8%	-1%
Ripon	120	86	111	320	638	2%	-1%
Stockton	3,946	2,376	2,643	5,582	14,547	38%	-8%
Tracy	931	650	851	2,693	5,126	13%	-3%
SJ County	2,038	1,359	1,590	3,521	8,509	22%	11%
<b>Total</b>	<b>9,146</b>	<b>5,947</b>	<b>6,974</b>	<b>16,152</b>	<b>38,220</b>	<b>100%</b>	



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt resolution requesting that the San Joaquin County Board of Supervisors establish a 5 mile per hour speed limit on the Mokelumne River from the Woodbridge Dam to Guild Avenue

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Interim Park and Recreation Director

---

**RECOMMENDED ACTION:** Adopt resolution requesting that the San Joaquin County Board of Supervisors establish a 5 mile per hour speed limit on the Mokelumne River from the Woodbridge Dam to Guild Avenue.

**BACKGROUND INFORMATION:** On February 20, 2008, Council received a staff report regarding the status of the Mokelumne River bank in the general vicinity of Pigs Lake within Lodi Lake Nature Area. As part of the staff report, Council was presented information about possible causes for the current riverbank conditions. In 1992, the Mokelumne River Access Task Force submitted several recommendations to the Council related to this matter. The Task Force felt strongly that motorized water craft were negatively impacting the riverbanks along Lodi Lake Park. The Task Force recommended that a 5 mph speed limit be imposed adjacent to all City of Lodi properties. Members of the Task Force felt that natural water movement was not a cause of erosion. The members suggested that high speed motorcraft is a strong contributor to riverbank erosion.

Recently, Park staff consulted civil engineers Kjeldsen, Sinnock and Neudeck Inc. regarding erosion concerns. Stephen Sinnock addressed these concerns in his letter to the City dated October 17, 2007. Mr. Sinnock states that erosion is being caused by water hydraulics, wave wash from personal water crafts, and by the annual draining of Lodi Lake.

Based on staff's review of riverbank erosion discussions with various sources, it is our recommendation that a restricted speed limit of 5 mph from Woodbridge Dam to Guild Avenue be implemented.

**FISCAL IMPACT:** None

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Steve Dutra  
Interim Parks and Recreation Director

cc: City Attorney

---

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

**KJELDSSEN, SINNOCK & NEUDECK, INC.**

CIVIL ENGINEERS AND LAND SURVEYORS

STEPHEN K. SINNOCK  
CHRISTOPHER H. NEUDECKKENNETH L. KJELDSSEN  
RETIRED711 NORTH PERSHING AVENUE  
POST OFFICE BOX 844  
STOCKTON, CALIFORNIA 95201-0844TELEPHONE (209) 946-0268  
FAX (209) 946-0296  
E-MAIL ksn@ksninc.com

0007-0510

October 17, 2007

Mr. Steve Dutra  
Lodi Parks & Recreation Department  
125 N. Stockton Street  
Lodi, CA 95240

Re: Lodi Lake Nature Area Erosion Along Mokelumne River

Dear Mr. Dutra,

On August 30, 2007 Bill Darsie and I participated in a tour and inspection of Lodi Lake erosion sites along the Mokelumne River with you and Mr. Richard Prima of the City of Lodi. The primary purpose of the inspection was to look at an erosion site that is threatening a thin strip of land separating the Mokelumne River and the Pig Lake. An additional inspection occurred on October 13, 2007 after Lodi Lake had been drained for the season. This additional inspection allowed for viewing the area that was not visible and under water during the first inspection. Kjeldsen, Sinnock & Neudeck, Inc. submits herewith its proposal to prepare a preliminary report discussing the likely causes of the erosion, a discussion of the options to remediate and restore the eroded areas, a discussion of the permitting issues related to the repairs and preliminary projections for the cost of the repairs.

**Current Site Conditions**

As shown in the attached photos, erosion has occurred on the right bank of the Mokelumne River upstream of the Lodi Lake dam in the vicinity of Pig Lake. The erosion site is approximately 300 feet in length and is located just downstream of a 180 degree bend in the River that causes the lower portions of the river bank at the site to be exposed to the hydraulic cutting action of the river. Erosion is occurring higher up on the river bank slope at the waterline due to wave run up from the wakes of watercraft. This wave erosion has caused undercutting of the bank up to 3 feet in some places. The soil at the site is predominately a cohesionless, fine silty sand that erodes quite readily.

There are several conditions occurring in this area of the river that may be contributing to the aggressive erosion of this particular segment of riverbank.

First, there is hydraulic erosion occurring below the waterline that has undermined and washed out a previous repair project that was completed in 1994 (see attached drawings dated 12/93). The erosion area is located on the outside of a bend in the river, where velocities tend to be the greatest. The previous repairs appear to have consisted of stacking a grid of tree roots and logs along the eroded bank and cabling them to existing live trees along the shoreline. Remnants of the trees and logs used for the 1994 repair project remain scattered throughout the river bottom and bank of the site as shown in the attached photos. The remnant trees and logs may be aggravating the hydraulic cutting action of the river as they could be creating eddies and turbulence that are contributing to the erosion of the river bank.

Second, there appears to be wave wash erosion occurring at the summer water line when Lodi Lake is full. The waves are generated by both boats and wind. This erosion is clearly defined and localized at the top of the waterside slope. The wave wash was observed during the August inspection when watercraft passed the site.

Third, the erosion may be aggravated by the annual draining of Lodi Lake. The rapid drawdown of the lake in the fall may contribute to the erosion by not allowing the saturated riverbank materials to gradually drain. A rapid drawdown may cause sloughing of the cohesionless sands on the upper portions of the riverbank.

Following a review of the 1994 repair project plans and the inspection observations, it is estimated that approximately 4 to 10 feet of the embankment crest has eroded away. In some places less than 15 feet of riverbank separate the river from Pig Lake.

If the continuing erosion is not addressed, there is a high potential for a breach of the embankment that separates Pig Lake and the Nature Area from the river.

The environmental review process for work in the river is complicated and is often very time consuming due to the number of State and Federal agencies, and the wide spectrum of protected species potentially involved. The environmental impacts resulting from not performing erosion protection repairs could be catastrophic for Pig Lake, the Nature Area and the entire Lodi Lake Park. The environmental issues associated with the site will likely dictate the repair options that are viable.

Based upon our understanding of the issues and the City's goals, it is our recommendation that the scope of work for the preliminary report include the following.

#### **Proposed Scope of Work for Preliminary Report**

The following is a description of the scope of services KSN proposes to provide to prepare a preliminary report.

- Communicate with State and Federal Regulatory Agencies to develop an understanding and outline of the regulatory issues and concerns, and the scope of the permitting effort required for a repair project. The State and Federal agencies to be contacted will include the following:



- State Department of Fish & Game
  - U.S. Army Corps Of Engineers Regulatory
    - NOAA Marine Fisheries
    - US Fish & Wildlife Service
  - Central Valley Regional Water Quality Control Board
  - State Reclamation Board
  - Other Local, State and Federal agencies as necessary
- Perform detailed site inspection to determine the limits of the repair area and the general magnitude of the material quantities required for the repair and restoration of the riverbank.
  - Lay out limits of repair site
  - Determine typical cross-section of existing condition
  - Identify specific issues that would affect the repair options
    - Preliminary hydraulic evaluation
    - Preliminary assessment of soils
    - Review access routes to public streets
    - Prepare preliminary quantity calculations
- Evaluate the practicality of interim protective measures to minimize further loss of the riverbank.
  - May be necessary to limit damage this winter
  - Measures to limit erosion until more permanent repairs can be permitted
    - Geotechnical fabrics
    - Sand bags
    - Plastic sheeting
    - Thin band of riprap to stabilize slope
  - Communicate with regulatory agencies to determine what actions are allowable
- Perform preliminary site survey and prepare schematic site map
  - Prepare typical river bank cross-sections at erosion site
  - Determine actual length of erosion site
- Prepare letter report outlining initial findings and recommendations
  - Letter report will include discussions on the following
    - Probable causes of erosion
    - Permitting issues related to repairs
    - Erosion repair options
    - Preliminary quantity estimates for repair options
    - Preliminary cost estimates for repair options

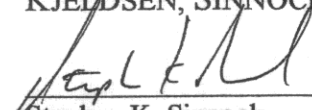
Page 4

October 17, 2007

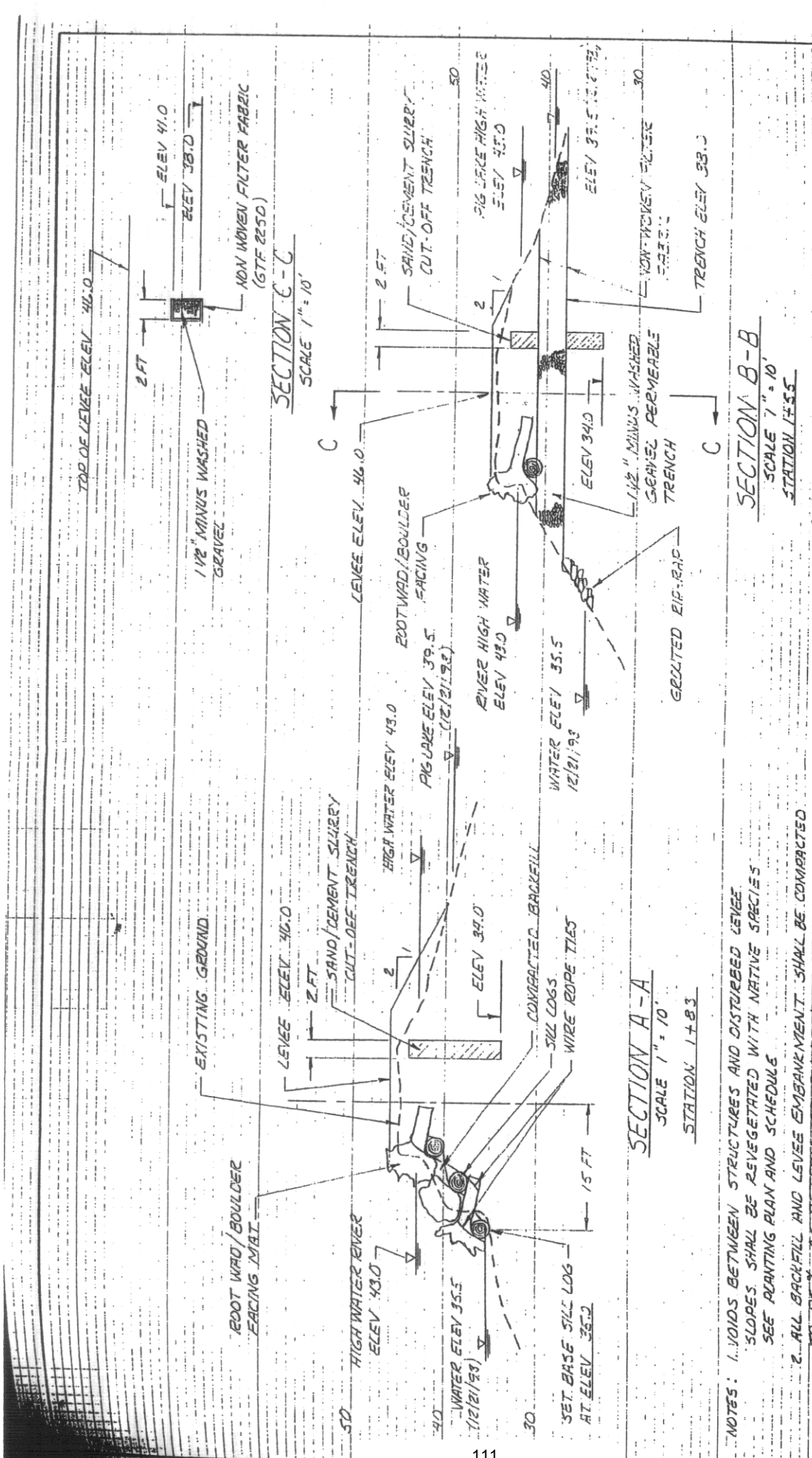
KSN proposes to provide the above described scope of work on a time and materials basis in accordance with our current Prevailing Wage Fee Schedule, for a not to exceed fee of \$4,900. We appreciate you having considered KSN for this project and we look forward to working with you and your staff. If you have any questions regarding this proposal, or if you require additional information, please call Bill Darsie, or myself, at (209) 946-0268.

Sincerely,

KJELDSSEN, SINNOCK & NEUDECK, INC.

  
\_\_\_\_\_  
Stephen K. Sinnock

w/enclosures



PIG LAKE - LEVEE REPAIR PLAN SHEET			
DESIGNED BY	DATE	SCALE	
D. JAMES	12/93	1" = 10'	
CITY OF LODI - PARKS AND RECREATION LAMPE ENGINEERING 614 NORD HWY CROCK 04 0028			
NOTES: 1. Voids BETWEEN STRUCTURES AND DISTURBED LEVEE SLOPES SHALL BE REVEGETATED WITH NATIVE SPECIES SEE PLANTING PLAN AND SCHEDULE 2. ALL BACKFILL AND LEVEE EMBANKMENT SHALL BE COMPACTED TO 95% AS DETERMINED BY ASSHTO T-180			
(1994) Lampe Engineering Lodi, CA Donald Lampe LAMPE ENGINEERING ECE 31930			
SHEET 2 OF 2			

NOTES: 1. LARGE BOULDERS MAY REPLACE ROOT WADS PLACED ALTERNATELY UP TO 50% OF FACIAL AREA ~ BOULDERS SHALL BE 3'-5' FT DIA.

2. ROOT WADS/BOULDERS SHALL BE PLACED TIGHTLY, OVERLAPPING SILL LOGS AND SUBSEQUENT ROWS. 1/2" DIA WIRE ROPE SHALL BE WOVEN THRU THE MAT. TO TIE INDIVIDUAL STRUCTURES TOGETHER.

1. Voids BETWEEN STRUCTURES SHALL BE BACKFILLED AND PLANTED W/ NATIVE SPECIES. (SEE PLANTING SCHEDULE)

LOW WATER LINE MCKELMINE RIVER  
ELEV 35.5

HIGH WATER LINE MCKELMINE RIVER  
ELEV 43.0

ROOT WADS/BOULDERS

SILL LOGS

GRAUTED ZIP-RAP

USE LINE

BM ~ 50 FT RIGHT STA  
0+00 ~ ASSUMED  
ELEV 50.0

BACKFILL LEVEE CREST TO ELEV 46.0

SAND/CEMENT SLURRY CUT-OFF TRENCH

PERMEABLE TRENCH

PIG LAKE HIGH WATER LEVEL  
ELEV 43.0

PIG LAKE WATER LEVEL  
12/21/93 ELEV 39.5

PIG LAKE - LEVEE REPAIR  
SECTIONS AND DETAILS

CITY OF LODI - PARKS AND RECREATION  
DESIGNED  
D. LAMPE  
DATE  
12/93  
SCALE  
1" = 10'  
Lampe Engineering  
814 NORD HWY CHICO CA 95928

0 5 10 20

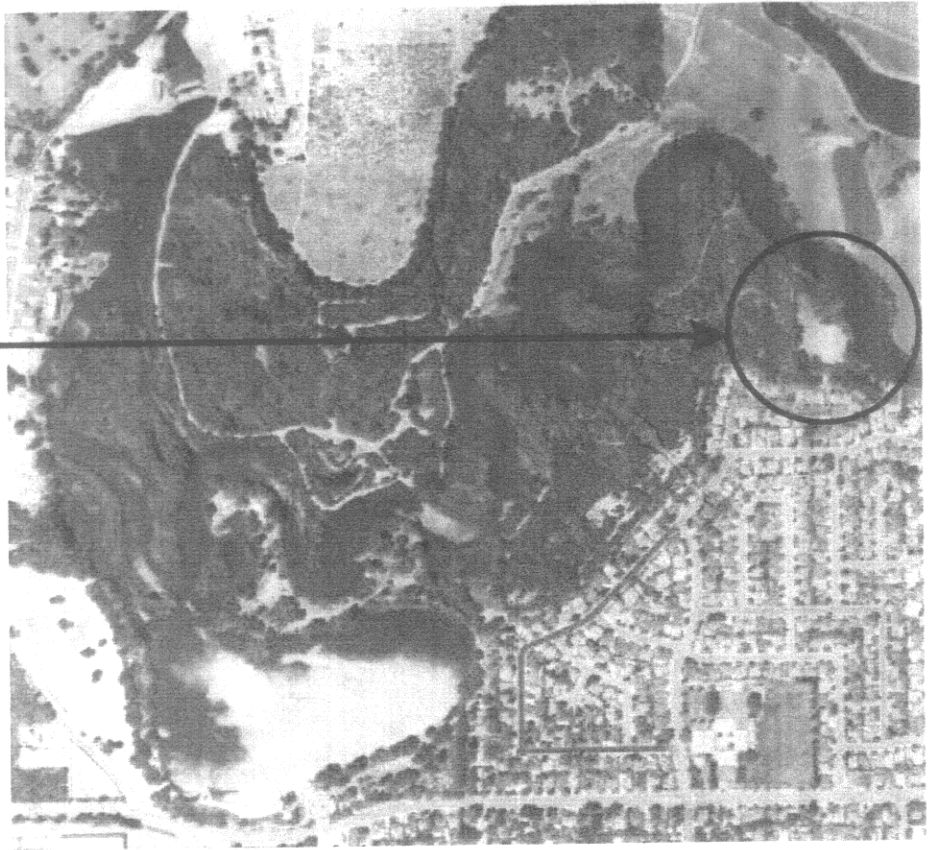
0 5 10 20

Small Lampe ECE 34930  
LAMPE ENGINEERING

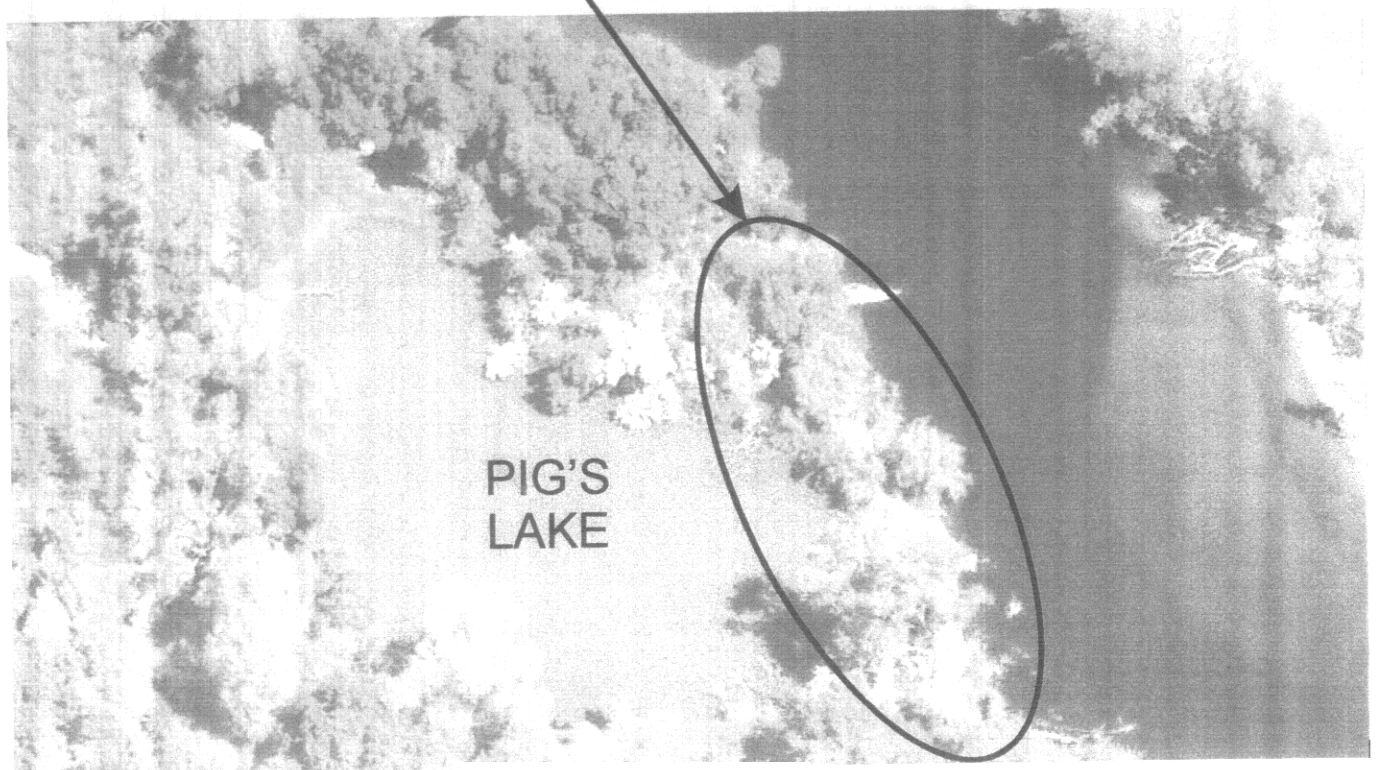
# LODI LAKE PARK - PIG'S LAKE PROPOSED LEVEE REPAIR PROJECT

PROJECT LOCATION  
PIG'S LAKE  
LEVEE REPAIR

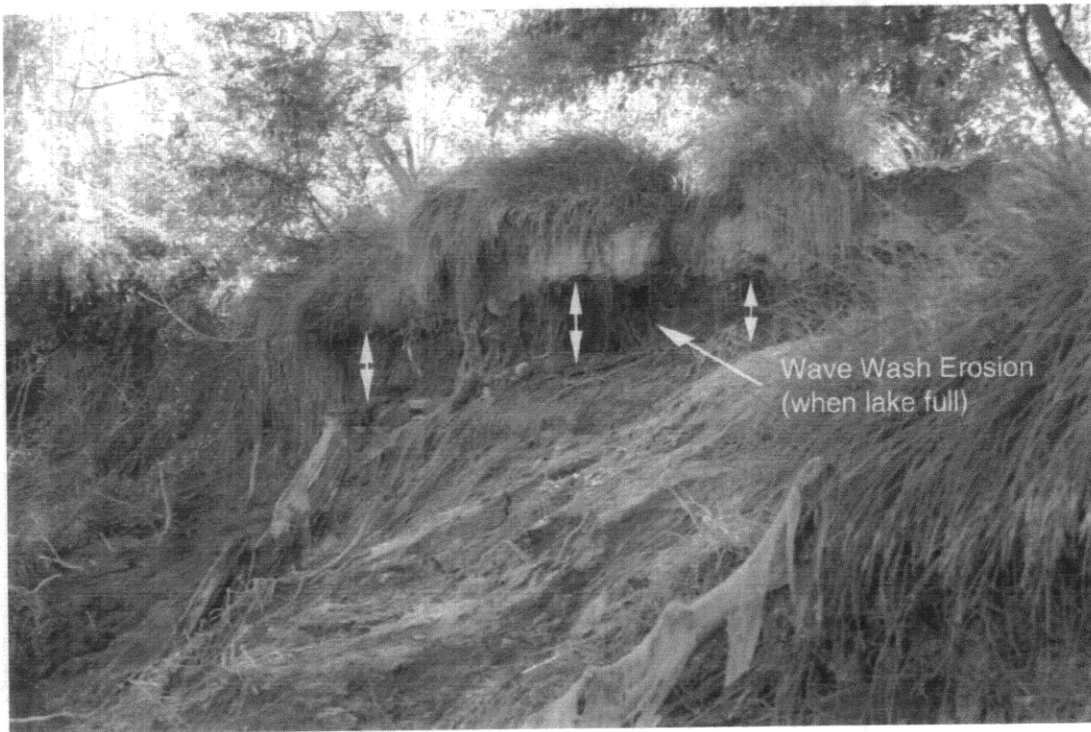
NORTH  
↑  
NTS

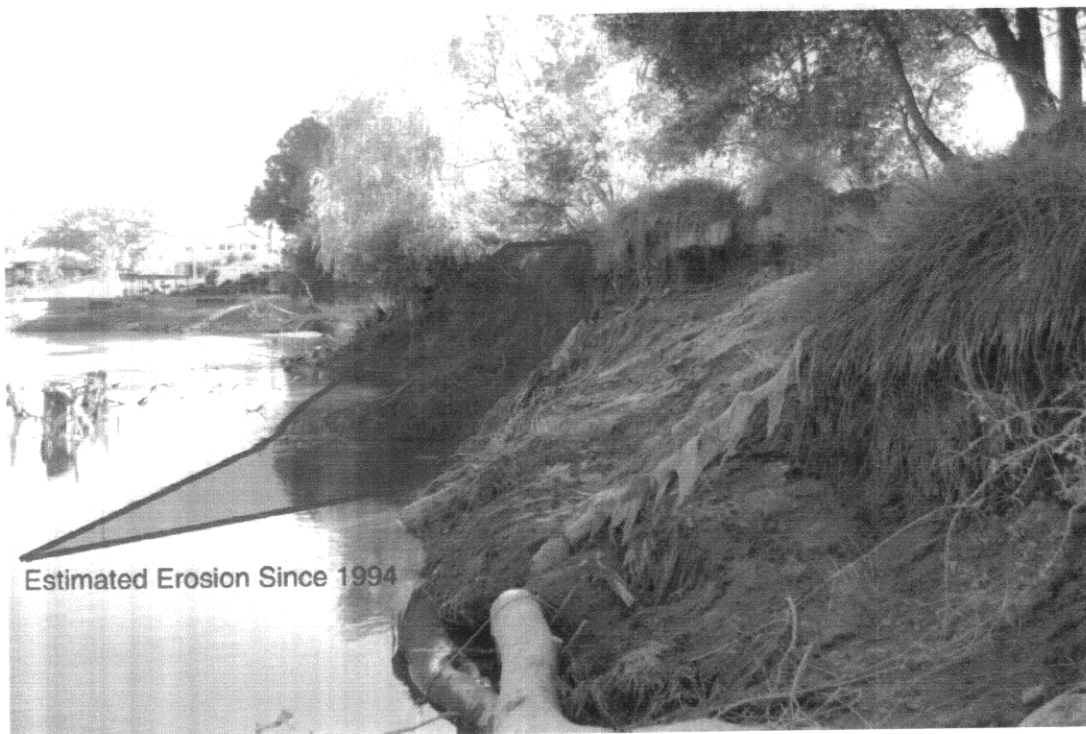
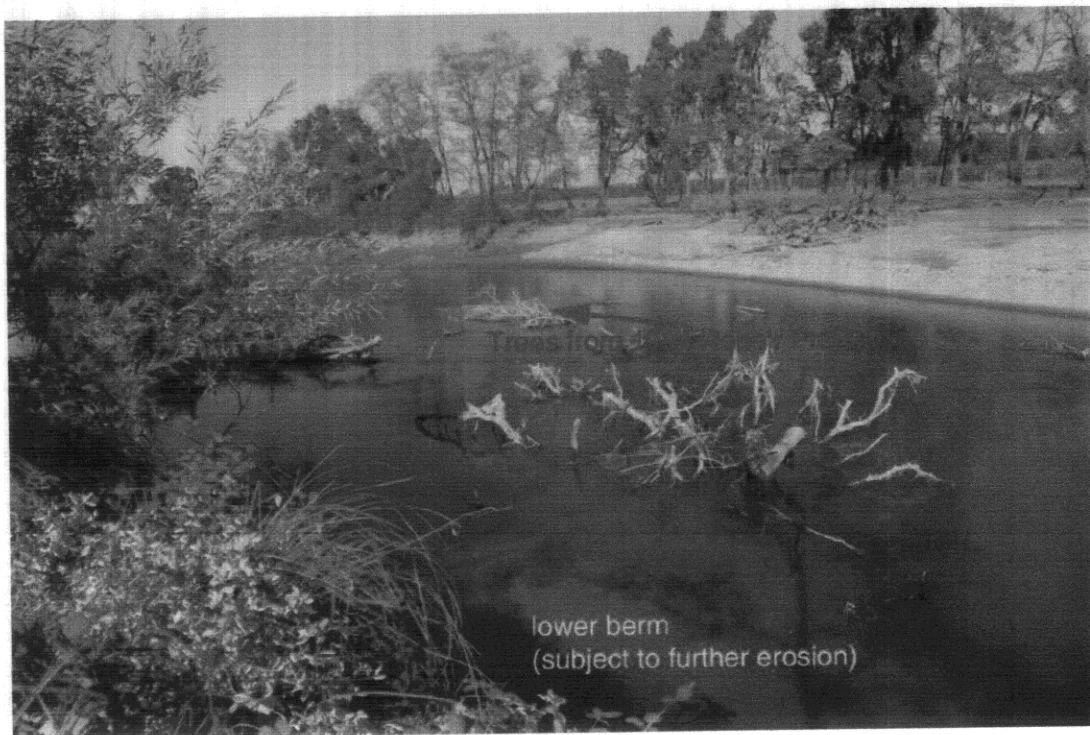


PROPOSED  
PROJECT LOCATION

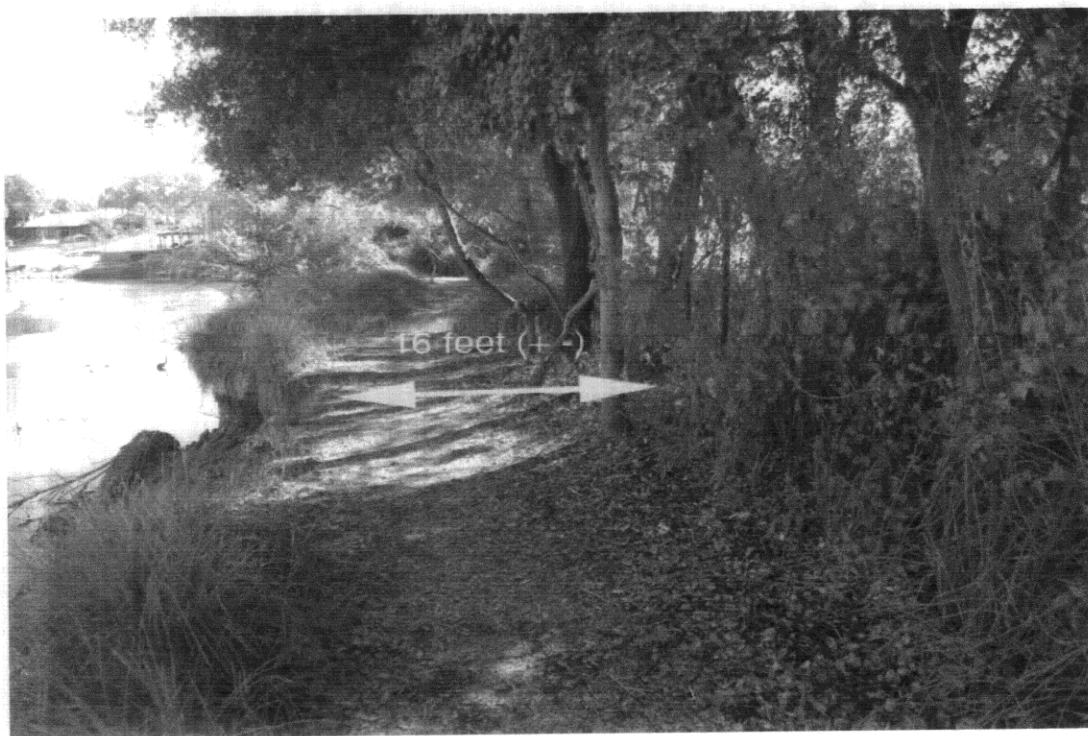








Lodi Lake Park  
Mokelumne River/Pig Lake Erosion Sites







A RESOLUTION OF THE LODI CITY COUNCIL REQUESTING THAT  
THE SAN JOAQUIN COUNTY BOARD OF SUPERVISORS ESTABLISH A  
5-MILE PER HOUR SPEED LIMIT ON THE MOKELUMNE RIVER FROM  
THE WOODBRIDGE DAM TO GUILD AVENUE

=====

WHEREAS, staff recently presented a report to the City Council regarding the condition and possible causes of the Mokelumne Riverbank deterioration in the general vicinity of Pigs Lake within the Lodi Nature Area; and

WHEREAS, the bank between the Mokelumne River and Pigs Lake has eroded from 30 feet to 16 feet in the time between 1994 and the present; and

WHEREAS, staff consulted with civil engineers Kjeldsen, Sinnock and Neudeck, Inc. regarding the erosion concerns, and it was determined that the erosion is being caused by water hydraulics, wave wash from personal watercrafts and the annual draining of Lodi Lake, a copy of the engineer's letter is attached to this resolution marked as Exhibit A; and

WHEREAS, at the current rate of erosion, Pigs Lake may not exist in 3 to 5 years if actions are not taken to save it; and

WHEREAS, significant cost and regulatory issues make physical bank restoration efforts impossible in the short term; and

WHEREAS, one important interim measure to protect the bank is to limit boat wakes by limiting boat speeds to 5 mph; and

WHEREAS, annual draining of the lake is also being terminated as a result of the City funded WID dam; and

WHEREAS, Pigs Lake provides habitat for turtles, wood ducks and other wildlife, and provides significant recreational opportunities for the citizens of San Joaquin County; and

WHEREAS, staff recommends that a restricted speed limit of 5 mph from the Woodbridge Dam to Guild Avenue be implemented.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby formally request that the San Joaquin County Board of Supervisors establish a 5 mph speed limit on the Mokelumne River from the Woodbridge Dam to Guild Avenue.

Dated: March 19, 2008

=====

I hereby certify that Resolution No. 2008-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2008-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Introduce an Ordinance Repealing Ordinance No. 847 an Ordinance Adopting a Specific Plan for Lower Sacramento Road from West Lodi Avenue to West Turner Road to Allow a New Driveway

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Introduce an ordinance repealing Ordinance No. 847 an Ordinance adopting a Specific Plan for Lower Sacramento Road from West Lodi Avenue to West Turner Road to allow an additional access point between Turner Road and Tejon Street to allow a new driveway on the west side of Lower Sacramento Road, approximately 450 feet south of Turner Road.

**BACKGROUND INFORMATION:** Ordinance No. 847, an ordinance adopting a specific plan for Lower Sacramento Road from West Lodi Avenue to West Turner Road, was adopted by the City Council on August 2, 1967 (Exhibit A). The intent of the ordinance was to limit permanent openings to Lower Sacramento Road to those areas indicated as "Access Points" by the Ordinance. Repealing the existing ordinance would permit an additional access point as described below.

A growth management application for a residential project to allow the construction of up to 47 single-family residential units near the southwest corner of Turner Road and Lower Sacramento Road has been submitted by Farmers & Merchants Bank. A new access opening onto Lower Sacramento Road is proposed. The proposed opening is approximately 450 feet south of Turner Road and 500 feet north of Tejon Street, as shown on the proposed plan (Exhibit B).

Farmers & Merchants Bank believes the access opening onto Lower Sacramento Road is critical to their project and is requesting that the City Council approve the right in/right out street opening prior to proceeding with their Growth Management Application.

Since the proposed project site is the last undeveloped property along Lower Sacramento Road between Turner Road and Lodi Avenue, staff recommends that Council approve the requested right in/right out private street opening (Exhibit B) by adopting an ordinance extinguishing Ordinance No. 847 rather than adopting an ordinance to amend the existing Specific Plan. Staff recommends approval of the additional access opening given the following:

1. Woodhaven Lane consists of a single southbound through lane at the Turner Road intersection to the east-most southbound lane on Turner Road, resulting in slower speeds through the intersection.
2. Eastbound Turner Road has a dedicated right-turn lane in the west-most southbound lane on Lower Sacramento Road.
3. Speeds are somewhat controlled by the traffic signal at the intersection.

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

Introduce an Ordinance Repealing Ordinance No. 847 an Ordinance Adopting the Specific Plan for  
Lower Sacramento Road from West Lodi Avenue to West Turner Road to Allow a New Driveway  
March 19, 2008  
Page 2

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Richard C. Prima, Jr.  
Public Works Director

Prepared by F. Wally Sandelin, City Engineer

RCP/FWS/saw/pmf

Attachments

cc: Peter Pirnejad, Planning Manager  
Senior Civil Engineer Welch  
Stephen W. Haley, F & M Bank

25630

ORDINANCE NO. 847  
AN ORDINANCE ADOPTING A SPECIFIC PLAN  
FOR LOWER SACRAMENTO ROAD FROM WEST  
LODI AVENUE TO WEST TURNER ROAD

The City Council of the City of Lodi does ordain as follows:

Section 1. Authority. Pursuant to the provisions of Chapter 3 (commencing at Section 65450) of Title 7 of the Government Code of the State of California and pursuant to that certain General Plan, as amended, for the City of Lodi adopted by City Council Resolution No. 1885 on October 5, 1955, a Specific Plan for Lower Sacramento Road from the north line of West Lodi Avenue to the south line of West Turner Road is hereby adopted.

The Specific Plan adopted hereby includes the regulations prescribed by this Ordinance and includes those certain drawings and explanations consisting of three pages attached to this Ordinance and marked "Exhibit A" and by this reference made a part of this Ordinance.

Section 2. Purpose. It is hereby declared that this Specific Plan is adopted to provide for and protect the health, safety, convenience and welfare of the citizens of the City of Lodi.

Section 3. Description.

(A) Page 1 of "Exhibit A" displays the Plan view of Lower Sacramento Road from West Lodi Avenue to West Turner Road.

(B) Page 2 of "Exhibit A" displays the Typical Section and the notes relating to the Plan view of Lower Sacramento Road from West Lodi Avenue to West Turner Road.

(C) Page 3 of "Exhibit A" displays the striping detail and the access and frontage road intersection detail for Lower Sacramento Road from West Lodi Avenue to West Turner Road.

Section 4. Definitions. The following definitions are applicable to this Ordinance:

1.

BOOK 3538 PAGE 179

CONTINUED

(A) Frontage road or street means a street parallel and adjacent to a limited access street and which provides access to lots abutting thereon.

(B) Residential subdivision means any subdivision as defined in Chapter 22, as amended, of the Lodi Municipal Code.

(C) Right-of-way means the area of Lower Sacramento Road of a width of 190 feet as displayed in "Exhibit A."

Section 5. Intent and Design.

(A) In the construction and maintenance of Lower Sacramento Road and in the development of property in the vicinity of Lower Sacramento Road, it is the intention of the City of Lodi that a limited access major street be installed for that portion of Lower Sacramento Road indicated on "Exhibit A" with permanent access opening limited to those areas indicated as "Access Points" on "Exhibit A." Frontage roads shall be continuous between permanent access openings.

(B) Notwithstanding other provisions of this Ordinance, the City Council may modify the location for any typical intersection at which no presently existing city street intersects.

(C) Every typical intersection shall be designed in the manner described on page 3 of "Exhibit A."

Section 6. Regulations. The minimum front yard or street side yard required for buildings or structures by Section 27 of the Lodi Municipal Code (Zoning Ordinance) as amended, shall be measured from the future right-of-way line as depicted on Page 1 of "Exhibit A."

Section 7. Violation. Any person whether as principal, agent, employee or otherwise violating or causing or permitting or assisting in any use of land which is in violation of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500) or by imprisonment in the County Jail for a term of not more than six (6) months or by both such fine and imprisonment.

Section 8. All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as such conflict may exist.

Section 9. This Ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect thirty days from and after its passage and approval.

Approved this 16th day of August, 1967.

*Beatrice Garibaldi*  
Attest: Beatrice Garibaldi, City Clerk

State of California,

County of San Joaquin, ss.

I, Beatrice Garibaldi, City Clerk of the City of Lodi, do hereby certify that the foregoing Ordinance No. 847 was introduced at a regular meeting of the City Council of the City of Lodi held August 2, 1967, and was thereafter passed, adopted and ordered to print at a regular meeting held August 16, 1967, by the following vote:

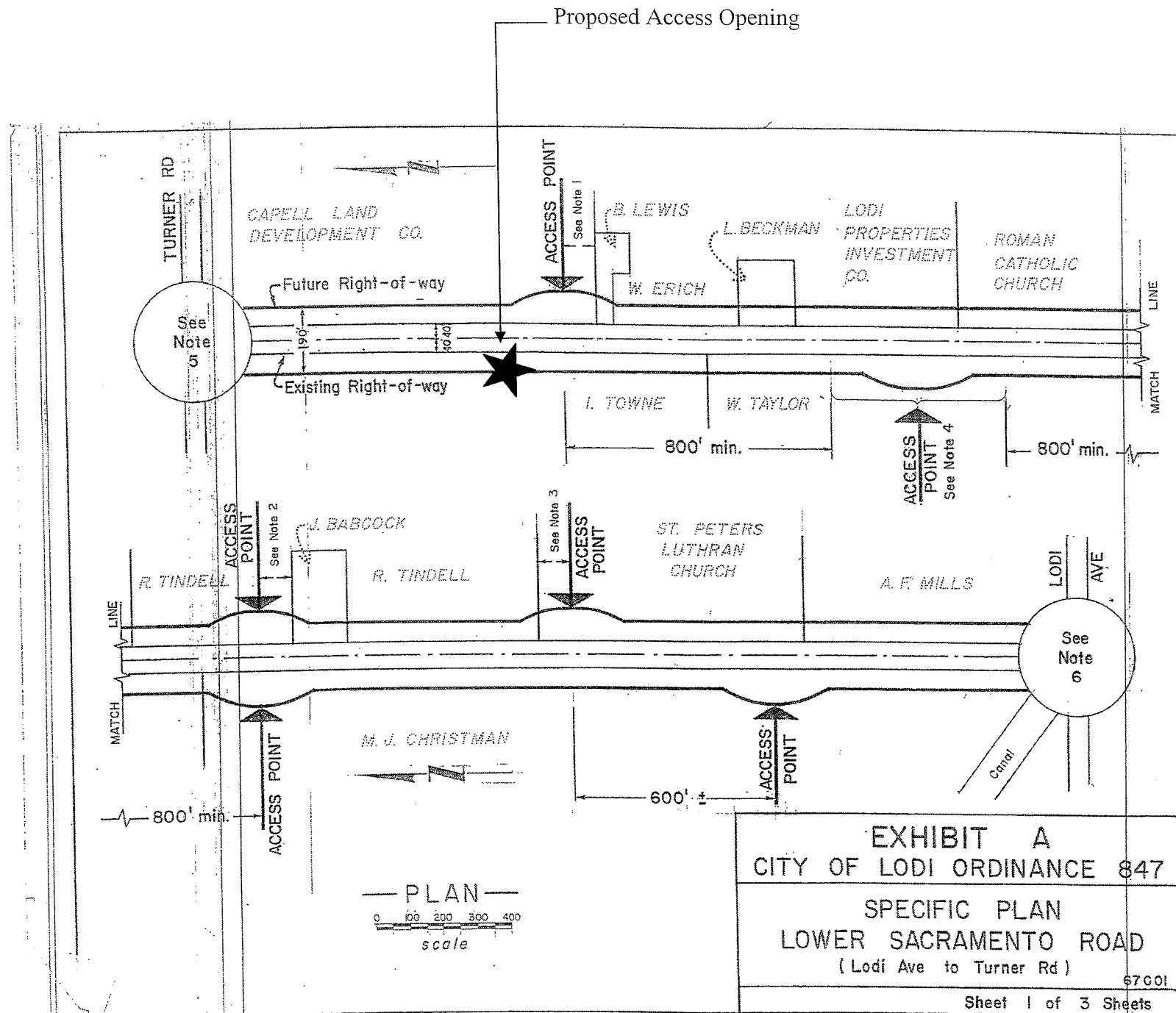
Ayes: Councilmen Brown, Culbertson, Hunnell, Walton and Kirsten

Noes: None Absent: None

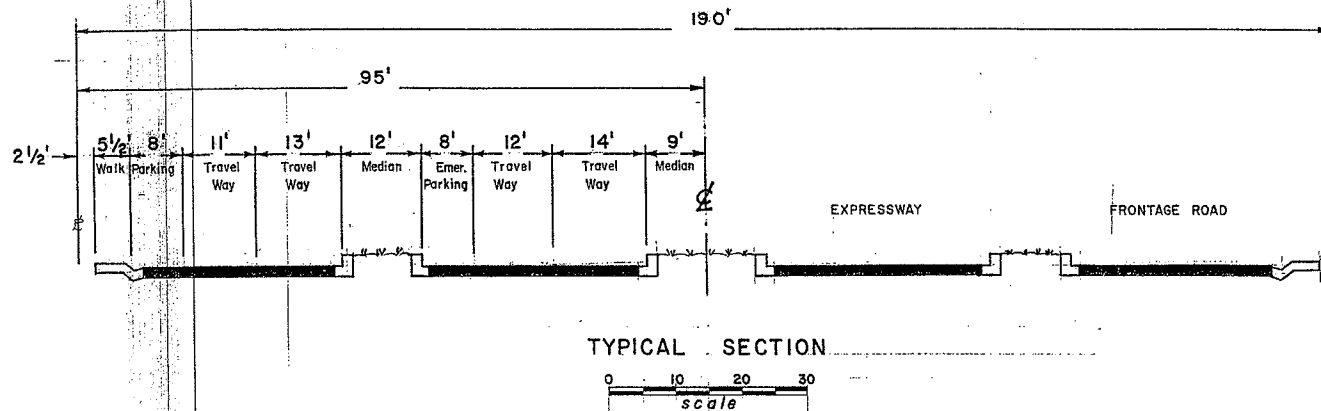
I further certify that Ordinance No. 847 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

*Beatrice Garibaldi*  
City Clerk

25630	at 11 min. past 7 M.	JUN 9 1971
Recorded at request of CITY OF LODI		
Official Records by	3538	San Joaquin County
Fees \$	GEORGE H. CHAPMAN, County Recorder	







#### NOTES

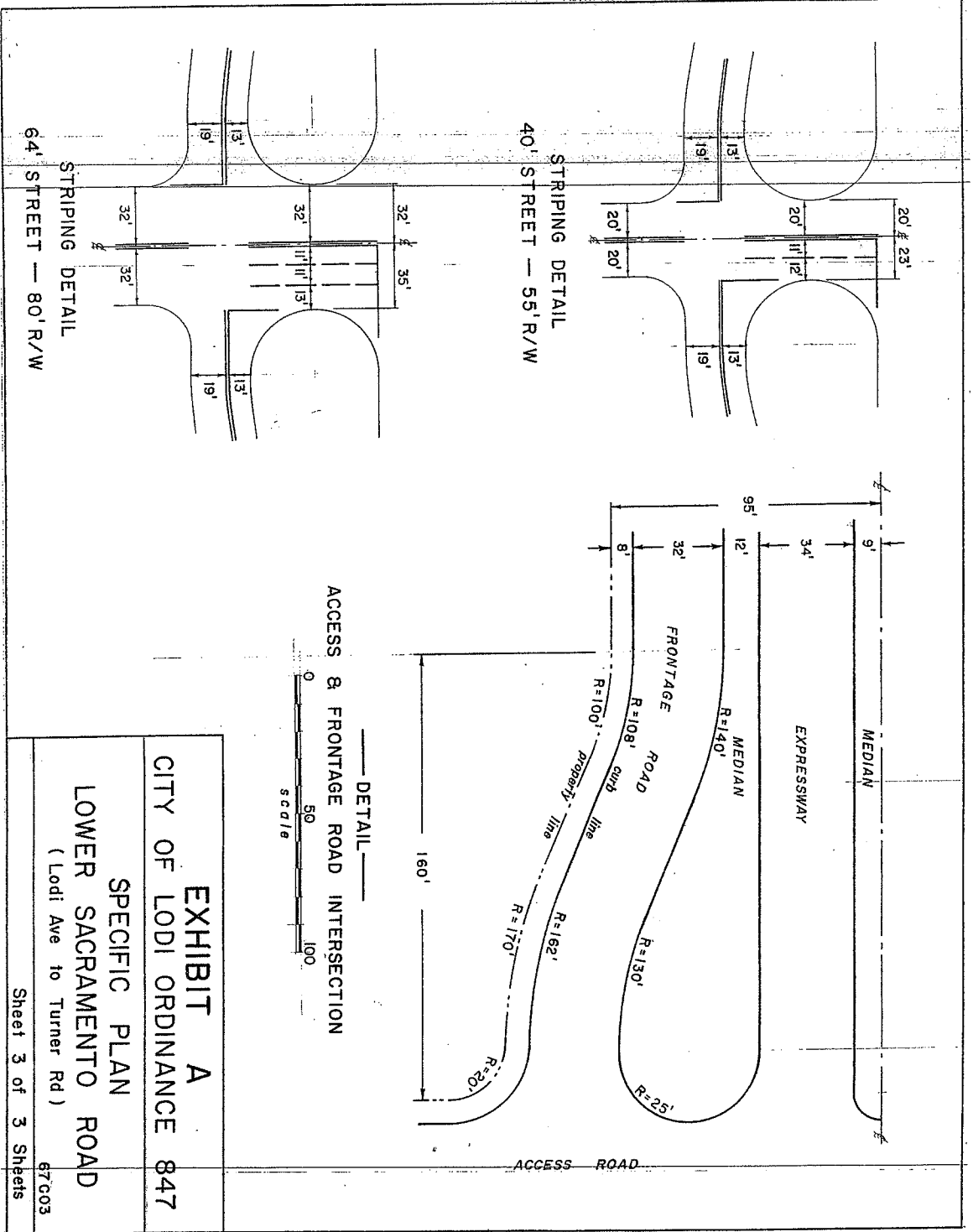
1. South line of road shall be a minimum of 100 feet North of the North line of the parcel of land conveyed to B. G. Lewis by deed recorded July 14, 1961 in Book 2436, page 415, Official Records, San Joaquin County Records.
2. For street location see Specific Plan, Elm Street - Allen Drive to Lower Sacramento Road.
3. North line of road shall be a minimum of 100 feet South of the North line of the parcel of land conveyed to P. S. Taylor, et al, by decree of final distribution recorded October 9, 1964 in Book 2873, page 441, Official Records, San Joaquin County Records.
4. Road shall be a minimum distance of 800 feet (centerline to centerline) from the nearest road having direct access to expressway.
5. For intersection detail see Specific Plan, Intersection of Turner Road and Lower Sacramento Road.
6. For intersection detail see Specific Plan, Intersection of Lodi Avenue and Lower Sacramento Road.
7. Access to expressway shall be only at points so designated.
8. Property ownership is as of April 30, 1967 and is shown for ease in identification only.

### EXHIBIT A CITY OF LODI ORDINANCE 847

### SPECIFIC PLAN LOWER SACRAMENTO ROAD ( Lodi Ave to Turner Rd )

67C02

Sheet 2 of 3 Sheets



**EXHIBIT A**  
**CITY OF LODI ORDINANCE 847**

**SPECIFIC PLAN**  
**LOWER SACRAMENTO ROAD**  
 (Lodi Ave to Turner Rd)

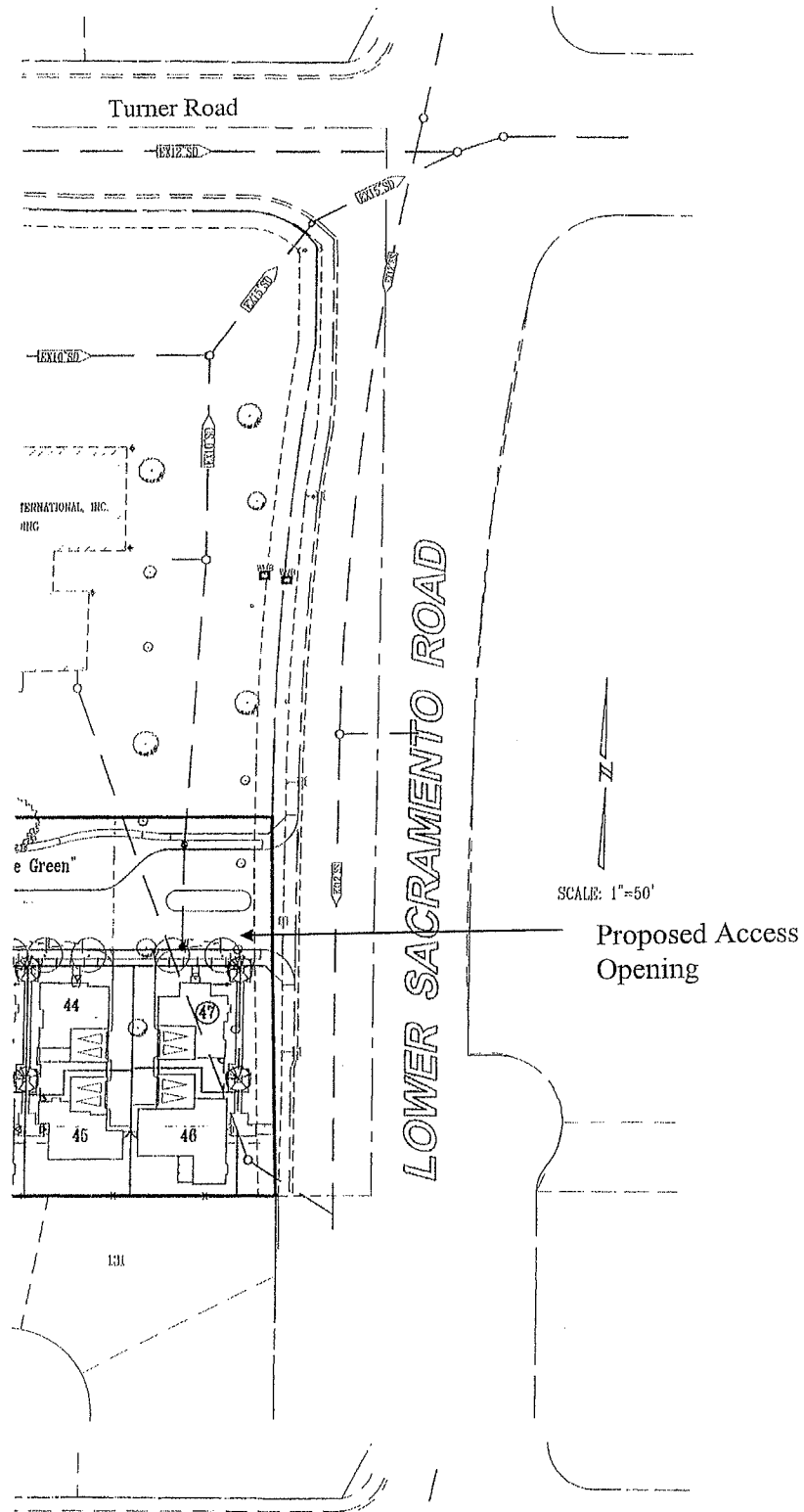
67C03  
 Sheet 3 of 3 Sheets



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Farmers & Merchant Bank Turner Road Site EXHIBIT B



ORDINANCE NO. \_\_\_\_\_

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF LODI, REPEALING ORDINANCE 847 IN ITS ENTIRETY  
RELATING TO A SPECIFIC PLAN FOR LOWER SACRAMENTO  
ROAD FROM WEST LODI AVENUE TO WEST TURNER ROAD

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Ordinance 847, adopted August 2, 1967, adopting a specific plan for Lower Sacramento Road from West Lodi Avenue to West Turner Road is hereby repealed in its entirety .

SECTION 2. - All Ordinances and parts of Ordinances in conflict herewith are hereby repealed insofar as such conflict may exist.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective thirty (30) days from the date of passage and adoption.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held March 19, 2008, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

---

RANDI JOHL  
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER  
City Attorney



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Amending Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association for the Period of January 1, 2008 through December 31, 2009

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Deputy City Manager

---

**RECOMMENDED ACTION:** Adopt Resolution amending Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association (LCMMA) for the period of January 1, 2008 through December 31, 2009. As directed by City Council through the City Manager, representatives from the LCMMA and City staff began negotiations for the purpose of amending the MOU. The recommended elements of the MOU are detailed below.

**BACKGROUND INFORMATION:** The Memorandum of Understanding (MOU) between the City of Lodi and the LCMMA expired on December 31, 2007. The recommended elements of the MOU are as follows:

- Effective the first pay period in which January 1, 2008 falls, all classifications shall receive a 5% equity adjustment.
- Effective the first pay period in which January 1, 2008 falls, the following classifications shall receive an additional salary adjustment as indicated:
  - Assistant Streets & Drainage Manager – 10% salary adjustment
  - Literacy Services Coordinator – 5% salary adjustment
  - Streets & Drainage Manager – 5% salary adjustment
- Effective the pay period in which January 1, 2009 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W) San Francisco-Oakland-San Jose. The increase will be no less than 3% and no greater than 5%. If the City of Lodi General Fund revenues for the period 07/01/2007 to 06/30/2008 as reflected in the Comprehensive Annual Financial Report do not show revenue increases of at least 1% from the previous year (using fiscal year audited financial statements) then LCMMA and the City of Lodi will reopen negotiations with regard to cost of living adjustments.
- The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA. Negotiations will commence no later than 3-months prior to December 31, 2009.

---

APPROVED: \_\_\_\_\_  
Blair King, City Manager

- The City of Lodi agrees to conduct a job analysis for:  

Special Services Manager	June 30, 2008
Management Analyst I/II	September 30, 2008
Water Services Manager	December 30, 2008
Building Official	March 30, 2009
Supervising Accountant	June 30, 2009
- Add language that includes disciplinary actions to be consistent with the City of Lodi Rules for Personnel Administration.

**FISCAL IMPACT:** The current year salary modifications as recommended, would impact the General Fund by approximately \$107,000 in fiscal year 2007-08. In fiscal year 2008-09 the impact would vary. If revenues do not materialize, then the fiscal impact would vary depending on renegotiated terms.

---

James R. Krueger, Deputy City Manager

Attachments

RESOLUTION NO. 2008-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AMENDING  
THE MEMORANDUM OF UNDERSTANDING WITH THE  
LODI CITY MID-MANAGEMENT ASSOCIATION

=====

WHEREAS, representatives from the City of Lodi and Lodi City Mid-Management Association (LCMMA) have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby amend the MOU as follows:

**Article I-Salary**

1.1 Removed and replaced as follows:

Effective the first pay period in which January 1, 2008 falls, all classifications shall receive a 5% equity adjustment.

1.2 Removed and replaced as follows:

Effective the first pay period in which January 1, 2008 falls, the following classifications shall receive an additional salary adjustment as indicated:

Assistant Streets & Drainage Manager – 10% salary adjustment

Literacy Services Coordinator – 5% salary adjustment

Streets & Drainage Manager – 5% salary adjustment

1.3 Removed and replaced as follows:

Effective the first pay period in which January 1, 2009 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase will be no less than 3% and no greater than 5%. If the City of Lodi General Fund revenues for the period 07/01/2007 to 06/30/2008, as reflected in the Comprehensive Annual Financial Report do not show revenue increases of at least 1% from the previous fiscal year (using fiscal year audited financial statements) then LCMMA and the City of Lodi will reopen negotiations with regard to cost of living adjustments.

1.4 Remove and replace as follows:

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA. Negotiations will commence no later than 3-months prior to December 31, 2009.



**Miscellaneous**

The City of Lodi agrees to conduct a job analysis for:

Special Services Manager	June 30, 2008
Management Analyst I/II	September 30, 2008
Water Services Manager	December 30, 2008
Building Official	March 30, 2009
Supervising Accountant	June 30, 2009

Add language that includes disciplinary actions will be consistent with the City of Lodi Rules for Personnel Administration submitted November 16, 1994, including but not limited to Section 13.07.

Date: March 19, 2008

=====

I hereby certify that Resolution No. 2008-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held March 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2008-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Consideration of Council Member Salaries as Requested by Council Member Johnson

**MEETING DATE:** March 19, 2008

**PREPARED BY:** Randi Johl, City Clerk

**RECOMMENDED ACTION:** As desired by City Council.

**BACKGROUND INFORMATION:** At the Council meeting of February 20, 2008, Council Member Johnson requested that the topic of Council Member salaries be placed on a future agenda. The following information is provided in response.

Council Member salaries for general law cities are provided for in the Government Code. Specifically, the City Council has the ability to give itself an increase based on Government Code Section 36516. The pertinent portion of that Section provides as follows:

“36516. (a) A city council may enact an ordinance providing that each member of the city council shall receive a salary, the amount of which shall be determined by the following schedule:

...

(3) In cities over 50,000 up to and including 75,000 in population, up to and including five hundred dollars (\$500) per month.

...

For the purposes of this section the population shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

...

(c) Compensation of council members may be increased beyond the amount provided in this section by an ordinance or by an amendment to an ordinance but the amount of the increase may not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary.”

In summary, as a general law city, the Lodi City Council may receive \$500 per month based on its population. This amount may be raised up to 5% per year since the last salary ordinance was adopted in 1990. This amounts to an additional \$450 (\$500 base salary x 5% = \$25 x 18 years = \$450). If compounded, the amount would be slightly higher at \$703. In addition, an ordinance cannot provide for automatic increases. While an increase may be implemented at any time, the increase would not become effective until the next municipal election in November 2008.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Randi Johl, City Clerk

APPROVED: \_\_\_\_\_  
Blair King, City Manager

### City Council Salary Survey Comparison (2007)

Cities of Population 50,000 – 75,000, Entire Council Elected At Large w/ Mayor Rotation  
(Based on League of California Cities Data from 2005)

No.	City	Population	Salary
1	Arcadia	53,054	\$500
2	Bellflower	72,828	\$830
3	Camarillo	59,500	\$750
4	Cerritos	51,488	\$941.90
5	Chico	62,000	\$600
6	Chino Hills	69,183	\$400
7	Clovis	70,834	\$825
8	Cypress	50,000	\$621
9	Diamond Bar	57,000	\$500
10	Encinitas	60,000	\$814.45
11	Folsom	52,700	\$400
12	Hemet	62,751	\$606.38
13	Hesperia	63,000	\$300
14	Huntington Park	63,626	\$975.12
15	La Habra	58,974	\$500
16	Laguna Niguel	59,700	\$400
17	Lynwood	68,532	\$800
18	Montebello	64,952	\$695
19	Monterey Park	62, 181	\$500
20	Newport Beach	74,000	\$936.91
21	Palo Alto	62,000	\$600
22	Paramount	55,266	\$791.98
23	Pico Rivera	65,651	\$747.50
24	Pittsburg	54,400	\$500
25	Placentia	50,000	\$150
26	Redlands	67,771	\$500
27	Rosemead	53,505	\$920.30
28	San Clemente	52,455	\$400
29	Santa Cruz	54,593	\$1,000
30	South San Francisco	62,551	\$500
31	Temecula	67,000	\$800
32	Tustin	67,504	\$675
33	Victorville	68,318	\$500
34	Walnut Creek	63,000	\$500
35	Woodland	50,614	\$250
36	Yorba Linda	68,000	\$500

**Average Base Salary for All 35 Cities - \$617.52** (\$22,230.54 ÷ 36)



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$27,829.87).

**MEETING DATE:** March 19, 2008 City Council Meeting

**PREPARED BY:** City Attorney's Office

**RECOMMENDED ACTION:** That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement litigation in the total amount of \$12,403.62, and various other cases being handled by Outside Counsel in the amount of \$15,426.25.

**BACKGROUND INFORMATION:** Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn; and Kronick, Moskovitz, Tiedemann & Girard for services incurred relative to the Environmental Abatement Program litigation and various other matters that are currently outstanding and need to be considered for payment.

### Folger Levin & Kahn - Invoices Distribution

Matter No.	Invoice No.	Date	Description	Water Acct. Amount
8002	106968	01/31/08	People v. M & P Investments	2,636.97

### Kronick Moskovitz Tiedemann & Girard - Invoices Distribution

Matter No.	Invoice No.	Date	Description	100351.7323
11233.026	237517	02/25/08	Lodi First v. City of Lodi	15,358.75
11233.029	237517	02/25/08	AT&T v. City of Lodi	67.50
Total				<u>\$15,426.25</u>

### MISCELLANEOUS

Invoice No.	Date	Description	Water Account Amount
20076116	1/11/2008	Legalink, Inc.	1,287.00
20075677	1/25/2008	Legalink, Inc.	1,370.00
20075350	1/25/2008	Legalink, Inc.	2,394.80
20075753	1/30/2008	Legalink, Inc.	1,455.00
20076264	1/30/2008	Legalink, Inc.	1,742.35
20076208	2/12/2008	Legalink, Inc.	1,517.50
			<u><u>\$9,766.65</u></u>

APPROVED:

Blair King, City Manager

**FISCAL IMPACT:** Expenses in the amount of \$15,426.25 will be paid out of the General Fund and \$15,358.75 billed to Walmart for City's defense of the Lodi First litigation. The remaining expenses will be paid out of the Water Fund.

**FUNDING AVAILABLE:**

Water Fund	\$12,403.62
General Fund	\$15,426.25

---

Stephen Schwabauer, City Attorney

Approved: \_\_\_\_\_  
Kirk Evans, Budget Manager

**PCE/TCE Litigation**  
**REVISED 6-Month Budget Recap (January - June 2008)**

**JANUARY**

<b>Matter</b>	<b>6-Month Budget</b>	<b>Opening Balance for 6-Month Budget</b>	<b>One Month Amount</b>	<b>Amount Billed January*</b>	<b>Variance from Monthly Amount</b>	<b>Remainder 6-Month Budget</b>	<b>Cumulative Billed In 6-Mo. Budget Period</b>
M&P, Related Cases includes matters 8001, 8002, 8003, 8005	\$ 300,000	\$ 300,000	\$ 50,000	\$3,097	-\$46,903	\$ 296,903	\$3,097
Envision Claims 8008	\$ 1,100,000	\$ 1,100,000	\$ 183,333	\$169,525	-\$13,808	\$ 930,475	\$169,525
<b>Totals</b>	<b>\$ 1,400,000</b>	<b>\$ 1,400,000</b>	<b>\$ 233,333</b>	<b>\$172,623</b>	<b>-\$60,711</b>	<b>\$ 1,227,377</b>	<b>\$172,623</b>

\*Invoices dated February 21 and 26, 2008 for period January 1 through January 31, 2008.

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**PCE/TCE Litigation**  
**6-Month Budget Recap (July - December 2007)**

**DECEMBER**

<b>Matter</b>	<b>6-Month Budget</b>	<b>Opening Balance for 6-Month Budget</b>	<b>One Month Amount</b>	<b>Amount Billed December**</b>	<b>Variance from Monthly Amount</b>	<b>Remainder 6-Month Budget</b>	<b>Cumulative Billed In 6-Mo. Budget Period</b>
M&P, Related Cases includes matters 8001, 8002, 8005	\$ 513,000	\$ 433,714	\$ 85,500	\$12,558	-\$72,942	\$ 421,156	\$91,844
Hartford Action 8003	\$ 300,000	\$ 122,390	\$ 50,000	\$0	-\$50,000	\$ 122,390	\$177,610
Envision Claims 8008	\$ 670,000	\$ 377,510	\$ 111,667	\$134,844	\$23,177	\$ 242,666	\$427,334
<b>Totals</b>	<b>\$ 1,483,000</b>	<b>\$933,613</b>	<b>\$ 247,167</b>	<b>\$147,402</b>	<b>-\$99,765</b>	<b>\$786,211</b>	<b>\$696,789</b>

\*\*Invoices dated January 16 and 31, 2008 for period December 1 through December 31, 2007.

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